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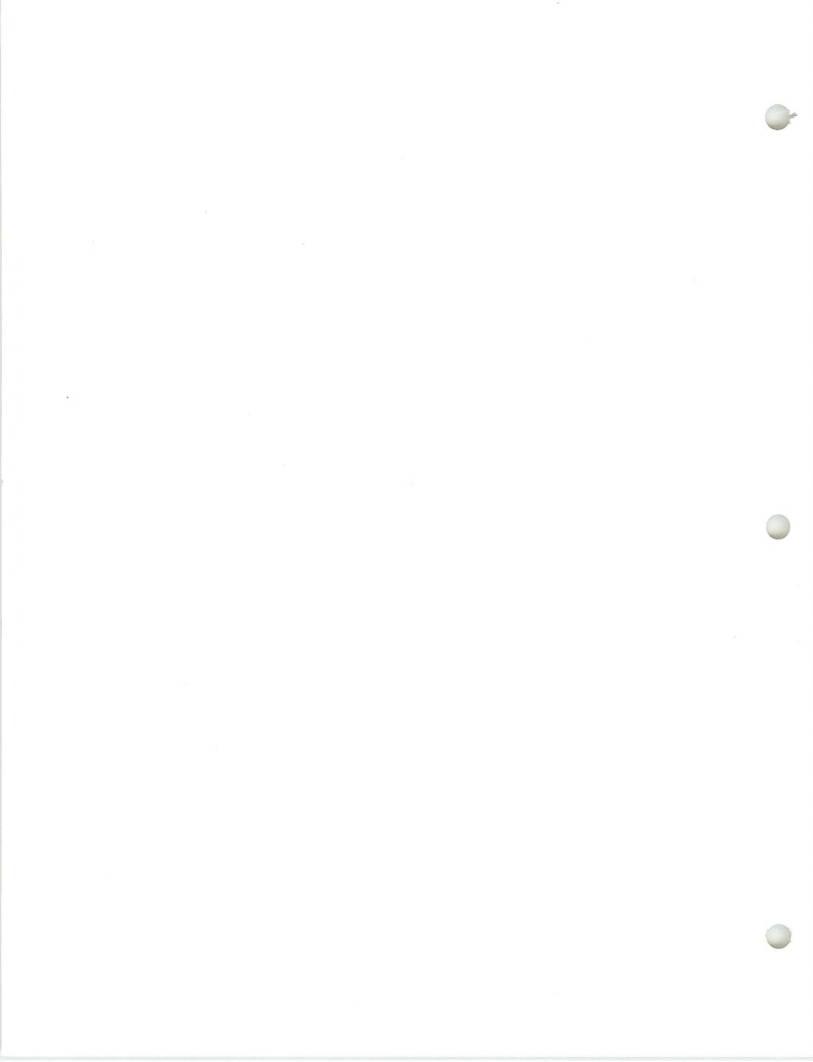
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1987 STATE PLAN
for
MONTANA'S SPECIAL SUPPLEMENTAL
FOOD PROGRAM FOR WOMEN, INFANTS
AND CHILDREN (WIC)

MONTANA DEPARTMENT OF HEALTH AND
ENVIRONMENTAL SCIENCES,

John J. Drynan, M.D., Director

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1987 MONTANA WIC STATE PLAN

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INTRODUCTION

INTRODUCTION

A. 1987 Montana State Plan Purpose

1. To provide an action plan with defined goals and objectives for operation and administration of the WIC Program during Federal Fiscal Year 1987.
2. To demonstrate compliance with federal law and U.S.D.A. Regulations applicable to the WIC Program.
3. To inform the public and local agencies of WIC program components and operations, and provide a mechanism for their input into program administration.

B. The WIC Program

1. Description: The Special Supplemental Food Program provides low income, pregnant, postpartum, and lactating women, infants and children up to age five, at nutritional risk, with:
 - a. Nutrition assessment, education and counseling to improve eating behaviors and reduce nutritional problems.
 - b. Selected foods to supplement diets lacking in nutrients needed during this critical time of growth and development.
 - c. Access to preventive health programs and referral to private and public health providers.
2. Authority for WIC: WIC is administered by the United States Department of Agriculture (USDA) under Public Law 95-627, Child Nutrition Act of 1966. Current regulations were issued July 27, 1979 with the exception of food package regulations which follow Section 246-8 of August 26, 1977. Revisions of these regulations were published February 13, 1985.
3. Congressional Intent: Public Law 95-627 defines the purpose of WIC: "Congress finds that substantial numbers of pregnant, postpartum and breastfeeding women, infants and children from families with inadequate income are at special risk with respect to their physical and mental health by reason of inadequate nutrition or health care or both. The purpose of WIC is to provide supplemental foods and nutrition education through local agencies to eligible persons. The program shall serve as an adjunct to good health care during critical times of growth and development in order to prevent the occurrence of health problems and improve the health status of these persons."
4. Organizational Overview: Funds for food and administrative costs are funneled from USDA, Food and Nutrition Service (FNS), to the State Agency, which in Montana is the State Department of Health and Environmental Sciences, Clinical Programs Bureau, WIC Program. The State WIC Agency makes grants to local programs which provide direct

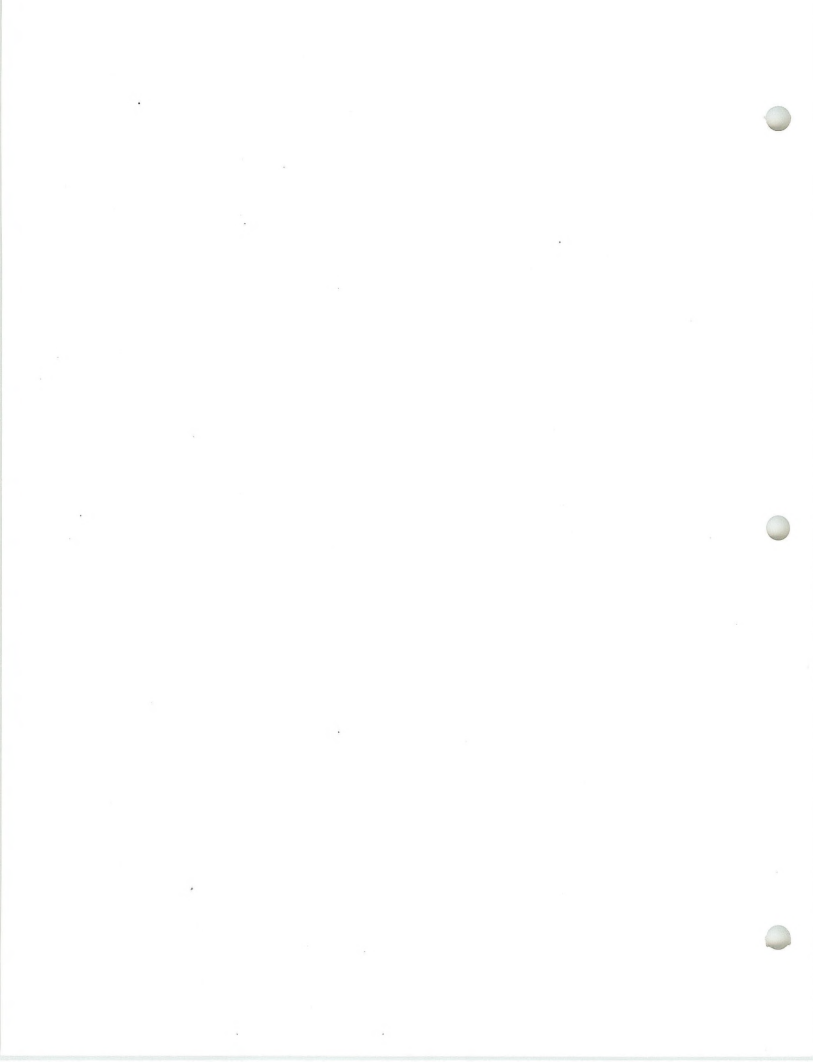
services to the participants. Responsibilities for delivery of the services is divided into three levels:

- a. Responsibilities of Local Agencies: Local Agencies hire staff, conduct outreach, certify program applicants, issue food vouchers to participants, enter into agreements with and provide training to vendors, prepare annual nutrition health plans, provide nutrition services, interpret State policies and procedures, establish local agency policies, and provide certain minimum health care services to all program participants.
 - b. Responsibilities of the State Agency: These include provision of funding to Local Agencies through the contracting process, maintaining the food delivery system and fiscal responsibility, interpretation of USDA regulations, policy making and development of procedures for program operation, monitoring, technical assistance and training for Local Agencies in nutrition and administration, and writing the State Plan.
 - c. Responsibilities of USDA's Regional Office; Denver, Colorado: The Denver office performs management evaluations on state and local levels to determine compliance with federal regulations, FNS guidelines, and the Montana State Plan. They provide technical assistance and act as a clearinghouse for USDA policy and information, and distribute monies to the state agencies in their region via published funding formulas.
5. Overview of Local Program operations: The potential participant applies for program benefits and is determined eligible or ineligible based on information she/he provides regarding his/her place of residence, income and nutritional status. If eligible, vouchers are given each month for specific food items allowed on the program and which have been prescribed for their nutritional needs. Nutrition care is provided during the certification period according to a written plan for the individual or family. Participants are referred to private medical practitioners, well child clinics, community agencies or programs as appropriate. At periodic intervals, participants reapply for certification.

C. WIC In Montana

The Montana WIC Program began in 1974, with two pilot projects on the Fort Peck and Northern Cheyenne Reservations. By the end of 1974, approximately 800 women, infants and children were receiving program benefits monthly. Total program funds at that time were approximately \$120,000. In the beginning of 1976, the caseload had reached 7,900 monthly in 10 counties and 7 Reservations. By April of 1978, the caseload had risen to 12,200 monthly, and in addition to the 7 Indian Reservations, participants in 39 counties were served by the WIC program.

Currently, about 13,000 clients per month receive WIC benefits through thirty local agencies (including seven Indian reservations) in 39 counties.



SECTION I
GOALS AND OBJECTIVES

- A. Mission: To provide low income, pregnant, postpartum, and lactating women, infants and children up to age five, at nutritional risk, with:
- a. Nutrition assessment, education and counseling to improve eating behaviors and reduce nutritional problems.
 - b. Selected foods to supplement diets lacking in nutrients needed during this critical time of growth and development.
 - c. Access to preventive health programs and referral to private and public health providers.
- B. Goal: To improve client and vendor awareness of proper voucher management.
1. Objective: By October 31, 1986, adopt existing examples of voucher "pouches" into a prototype suitable for Montana WIC, supported by a cost-benefit analysis.
 2. Objective: By December 1, 1986, have printed and distributed voucher pouches with educational and instructional material printed on them to all WIC participants receiving drafts.
- C. Goal: To improve data collection and utilization practices.
1. Objective: By January 31, 1987, the WIC Program Coordinator will have reviewed existing systems to assure that basic levels of data collection are in place in areas of vendor management, caseload management, administrative cost management and nutrition risk criteria.
 2. Objective: By June 30, 1987, the WIC Program Coordinator will have implemented, tested, and placed in service the "on-line enhancement" (on-line data entry and edit) to the WIC Certification System at an estimated cost of \$30,000
 3. Objective: By September 30, 1987, the WIC Program Coordinator will have determined the feasibility of remote job entry by 30 local WIC agencies of WIC certification and issued vouchers data.
- D. Goal: To assure consistent application of program procedures and policies by local agencies.
1. Objective: By March 1, 1987, the WIC Program Coordinator will have prepared, printed and distributed to all WIC Aides and Project Directors a "handbook of operations."
 2. Objective: By April 1, 1987, the WIC Program Coordinator will have prepared and tested a written tool designed to reduce error rates in WIC operations by assuring training of those persons issued Authorized Signature Cards.

SECTION II

BUDGET

NOTE: This information will be completed and made available within 30 days of notice of the FFY 87 grant award.

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SECTION III

PARTICIPATION

PARTICIPATION ESTIMATES FOR FY 87

State Agency: MONTANA

Category	Priority I	Priority II	Priority III	Priority IV	Priority V	Priority VI	Priority VII	TOTAL
Pregnant	1287	#####		271	#####			1558
Breastfeeding	382	0	#####	392	#####		0	774
Postpartum	#####	#####	0	0	0	0	0	0
Infants	1728	1204	#####	746	#####		0	3678
Children	#####	#####	4677	#####	2786	#####	0	7463
TOTALS	3,397	1,204	4,677	1,409	2,786	0	0	13,473
PER CENT	25.21%	8.94%	34.71%	10.46%	20.68%	0.00%	0.00%	100.00%

SECTION IV
STATE AGENCY RESOURCES

IV. STATE AGENCY RESOURCES

A. Organizational Structure: The WIC Program is a program unit within the Clinical Programs Bureau, whose Bureau Chief reports to the Health Services and Medical Facilities Division Administrator, Department of Health and Environmental Sciences. The Director of SDHES reports to the Governor. Figure 1 is an organizational chart for SDHES.

B. WIC Staff:

- a. Program Manager: 1.0 FTE (Full Time Equivalent), currently filled by David L. Thomas.

Position Requirements: Master's Degree in Business, Nutrition, Public Administration or Public Health -- preferably with major work in health, human services, administration or nutrition.

Responsibilities: Overall program management includes planning, policy development, organization, evaluation; allocates funds to Local Agencies; monitor Local Agencies for compliance.

2. Administrative Officer: 1.0 FTE, currently filled by Nolan Malstrom.

Position Requirements: Bachelor's Degree in Business, Accounting or related field; supervisory and administrative experience.

Responsibilities: Maintains data processing systems; develops budget and does fiscal management, assists Program Manager in performance of duties; monitors Local Agencies for compliance; provides technical assistance to Local Agencies in administrative procedures, vendor compliance.

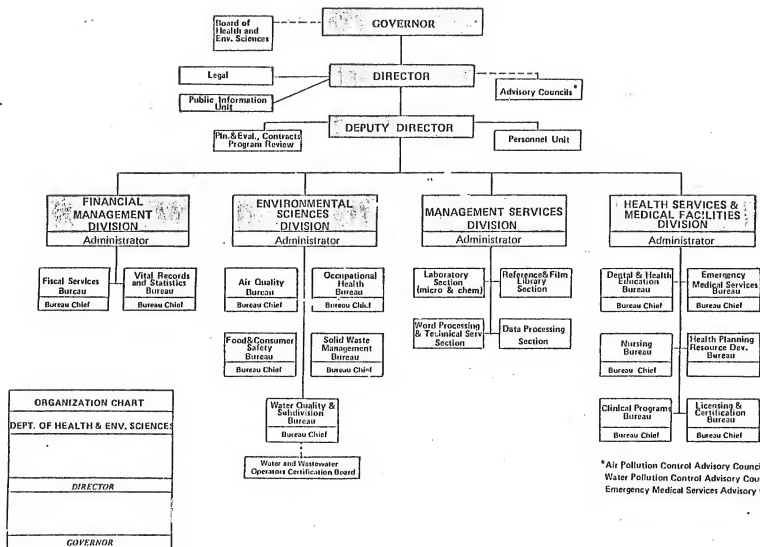
3. Administrative Officer: 1.0 FTE, currently filled by Judith M. Wright.

Position Requirements: Bachelor's Degree in Business, Accounting or related field; supervisory and administrative experience

Responsibilities: Maintains certification data system; develops budget and does fiscal management, assists Program Manager in performance of duties; monitors Local Agencies for compliance; provides technical assistance to Local Agencies in administrative procedures, vendor compliance.

4. Administrative Assistant I: 1.0 FTE, currently filled by Diana Watson.

Position Responsibilities: Orders drafts; fills orders from Local Agencies; coordinates workshop and travel arrangements; reviews redeemed food instruments;; handles correspondence, phone calls and vendor data monitoring.



- e. Administrative Assistant II: 1.0 FTE, currently filled by Patricia Buck.

Position Responsibilities: Reviews monthly expenditure reports and vendor invoices from Local Agencies; reviews and corrects data processing data; maintains equipment inventory; prepares monthly financial reports for USDA.

- f. Administrative Clerk II: 1.0 FTE, currently filled by Beth Holcomb.

Position Responsibilities: Maintains file system for vouchers; reviews log sheets for accuracy; mails computer printouts to Local Agencies; handles stop payments, and performs other duties assigned by the Program Manager.

C. Other Division Staff:

- a. Nutritionist: 1.0 FTE, currently filled by SeAnne Safaii.

Position Requirements: Master's Degree in Nutrition; two years experience in public health nutrition. Must be a registered dietitian.

Responsibilities: Assigned full-time to WIC; develops and evaluates nutrition and health services of the WIC Program, including provision of training and technical assistance to local agencies; plan and develop nutrition policies and procedures; monitors local agencies for compliance, and develops standards of nutrition care to be delivered under the Program.

- b. Nutritionist: 1.0 FTE, currently filled by Pat Hennessey.

Position Requirements: Master's Degree in Nutrition; two years experience in public health nutrition. Must be a registered dietitian.

Responsibilities: Assigned full-time to WIC; develops and evaluates nutrition and health services of the WIC Program, including provision of training and technical assistance to local agencies; plan and develop nutrition policies and procedures; monitors local agencies for compliance, and develops standards of nutrition care to be delivered under the Program.

3. Others: Consultation is provided by other Division staff as needed, including the Chief Nutritionist, Clinical Programs Bureau Chief, Nursing Bureau, Health Planning and Resource Development Bureau and Dental and Health Education Bureau.

SECTION V
AFFIRMATIVE ACTION PLAN

V. ESTABLISHMENT OF AFFIRMATIVE ACTION PLAN

- A. The Affirmative Action Plan for FY 86 has been based on 1980 U.S. census data and updated (1985) data on low birth weight infants from the Montana Department of Health and Environmental Sciences (SDHES).

Actual monthly caseload by priority reflects the month of March, 1986. The number of eligible participants for each local agency is listed in Appendix 2: Affirmative Action Ranking and Projected WIC Caseload for FY 86.

- B. Description of ranking system: To establish the ranking, the following criteria were used:
- a. Incidence of low birth weight infants (1980-1985).
 - b. Percentage of population (women-children under age 5) at 185% of poverty or less (1980 census).
 - c. Minority populations (1980 census).

Discussion

Montana has 56 counties and 7 Indian Reservations for a total of 63 possible local agency units. The Tribal WIC Programs on the reservations cover 11 counties and serve both on and off-reservation Indians in their respective areas.

Data for criteria (a) was based on a study done by of the Bureau of Records and Statistics, SDHES, entitled "Low birth weight by county of residence and race of mother for 1980-1985." The data in this study was broken down by county, and within county, by race - white, Indian, and other. The DHES study supplied the latest figures available on the number of low birth weight babies over a five-year period in the State.

The data used in this study are statistically reliable. The statistician employed by the Records and Statistics Bureau of SDHES reviewed the Affirmative Action Plan for appropriate statistical technique and analysis. Data presented included the 56 counties and 7 Indian Reservations. Figures for Indian Health Service Units, however, had to be extrapolated from the county figures (1980 census). Figures for Indians in Big Horn, Blaine, Flathead, Glacier, Hill, Lake, Missoula, Phillips, Pondera, Roosevelt, Rosebud, Sanders and Valley Counties were therefore pulled from the totals for those counties and used to establish data for the reservations.

C. Criteria

Criterion (a) Ranking for the incidence of low birth weight babies was based on SDHES statistics for 1980-1985 as previously mentioned. Counties and reservations with the highest incidence were given the highest ranking.

Criterion (b) Population at 185% of poverty or less was determined from income and poverty status data based on 1980 Bureau of Census statistics for General Social and Economic Characteristics. Income for women and children under 5 at or below 185% of poverty is used as an indicator for evaluating financial eligibility throughout Montana. Counties and reservations with the highest number of financially eligible population were given the highest ranking.

Criterion (c) Information on minority populations was taken from 1980 census reports. Each county and reservation was ranked by its minority population as a percentage of the State total. Areas with the highest percentage were given the highest ranking.

D. Anticipated Caseload/Potentially Eligible Persons

The number of potentially eligible persons was obtained by utilizing census data for children below 185% poverty and number of total births. These data were inserted into the following formula, as suggested by the 1987 State Plan Guidance:

$$[(\text{Total births} \times 1.25) \times \% \text{ children below } 185\%] + \text{no. children below } 185\% = \text{potentially eligible population.}$$

In addition, we estimated that one half this total would also be at nutritional risk and thus meet certification requirements for program benefits. Reservation caseloads include 100% of financially eligible participants to reflect high-risk populations.

- E. The Affirmative Action Plan rankings would be used as one tool among many to assist in the expansion of WIC in Montana, when and if funds become available.

If funds were available new agencies or satellites would be opened in descending order from the top in the Plan, with no agency receiving funds until the eligible agencies above were funded. A Request for Proposal (RFP) for agencies meeting Program criteria would be solicited in the area(s) of proposed expansion in accordance with regulations. Such agencies could include county governments, hospitals and so forth. The RFP would be advertised in the media and the State Agency would make direct contact with known eligible agencies in the area. Applicants would be assisted in the application process as outlined in Appendix 4, "Application Process," and selected in accordance with 7 CFR 246.5(d).

- F. The Affirmative Action Plan rankings may be utilized as a tool to distribute administrative funds to agencies should a reduction in funds occur.

If administrative funds were reduced, those agencies would be terminated in ascending order from the bottom of the list.

- G. The Affirmative Action Plan rankings may be used to redistribute caseloads between local agencies relative to (a) and (b) above, but not for the specific manipulation of caseloads.
- H. The Affirmative Action rankings will never be used outside the context of the rural nature of our State and (relatively) sparse population. Any decision regarding expansion or termination of agencies will utilize the Affirmative Action Plan as well as distances to available health care, economic condition of the area and other factors as appropriate.
- I. The Montana WIC Program serves Priorities I-V (Ref. Policy #84-6).
- J. There are no CSFP programs in Montana.
- K. Process for Application of Agencies Interested in Operating a WIC Program
 - 1. Initial contact between agency and DHES.
 - 2. Application Package (Appendix 3) sent to applicant within five calendar days of initial contact.
 - 3. Within 15 calendar days after receipt of an incomplete application, written notification to the applicant agency of the additional information needed will be provided.
 - 4. Within 30 calendar days after receipt of a complete application, the applicant shall be notified in writing of approval or disapproval of its application.
 - 5. When an application is disapproved, the applicant agency shall be notified of its right to appeal as set forth in 7 CFR 246.18, and of the reasons for disapproval.
 - 6. When an agency submits an application and there are no funds to serve the area, the applicant shall be notified within 30 calendar days of receipt of the application (whether incomplete or not) that no funds are available.

The application shall be returned to the applicant, and the name and address of the applicant agency shall be retained by the State Agency.
 - 7. When funds are available and an application is approved, the state agency shall schedule an on-site visit to the agency and assist in the set-up of operational procedures as soon as practical after approval, but not less than 30 calendar days post-approval.

SECTION VI

VI. MIGRANT FARMWORKERS AND INDIANS

- A. Responsibility for the provision of program benefits to migrant farmworkers is delegated to local agencies. Any special clinics (such as evenings) or needs (such as interpreters) are to be arranged by local clinics in accordance with their own community needs, the season of work, and local representatives of other service agencies. The State Agency offers technical assistance upon request.
- B. All seven Indian reservations in Montana contract with DHES for the provision of WIC services and benefits.
- C. A contract with the Montana Inter-Tribal Policy Board for the provision of technical assistance to reservation WIC programs is currently in place.

SECTION VII

AVAILABILITY OF PROGRAM BENEFITS

VII. OUTREACH AND REFERRAL

A. General Public Including Potential WIC Participants

1. State WIC Agency Responsibilities:

- a. Develop annual press release statements and public service announcements for Local Agencies to send to newspapers, radio and television stations in their areas at least once annually, or more often as needed.

Press releases and announcements must include name and address of the Local Agency, eligibility criteria and information on program benefits which include supplemental foods, nutrition education, and access to on-going health care. In areas where maximum case load has been reached, press releases will focus on maintenance of caseload and reaching high-risk participants.

- b. Prepare and distribute posters and brochures to local agencies for use in enlisting new WIC clients.
- c. Outreach to migrant farmworkers is described in Section VI of the State Plan.

2. Local WIC Agency Responsibilities:

- a. Send press releases and public service announcements to local media at least once annually.
- b. Display WIC posters and pamphlets in waiting rooms, community agency offices, etc.
- c. Show WIC slide show "WIC in Montana" to interested groups.
- d. Keep on file documented efforts of outreach and referral for review by the State monitoring team.

B. Potential County Programs

If and when expansion monies are available, the State WIC Agency will visit areas that do not have WIC programs but are interested in starting one or becoming a satellite of a larger program nearby.

C. Health Professionals (Physicians, Dietitians, Nurses, Social Workers, etc.)

1. State WIC Agency Responsibilities:

- a. Distribute WIC brochures, posters, standard referral forms and educational materials on infant, maternal and child nutrition to the Local Agencies to give to health professionals in their communities.

- b. Inform health professionals of the WIC program at various meetings and workshops (e.g., regional workshops for nurses).
- c. Encourage coordination of health services in Local Agencies by developing forms that facilitate communication; encourage Local Agencies to combine patient records, coordinate clinic days, etc.
- d. Encourage Local Agencies to use assessment information from physicians by providing forms that make this possible.
- e. Monitor Local Agency's efforts in outreach and referrals with health professionals.

2. Local WIC Agency Responsibilities:

- a. Distribute materials to local physicians, dietitians, nurses and other health professionals. These materials include income guidelines and nutritional risk criteria for referral of clients to WIC, as well as information on the WIC program.
- b. Offer nutrition training to health professionals who desire and request it.
- c. Follow-up on referrals made to WIC by health professionals.
- d. Inform health professionals in special counseling programs such as alcohol and drug abuse, and family planning centers about WIC and refer WIC participants to these services where appropriate.
- e. Refer WIC participants to health professionals for ongoing and routine pediatric and obstetric care. This includes private medical practitioners and well child clinics which provide immunizations, infant and child care, prenatal and postpartum examinations, etc.
- f. Exchange care plans whenever necessary and appropriate.
- g. Keep copies of referrals made in WIC participants' folders.

D. Referral Coordination:

Each Local Agency must identify their referral network by problem area (e.g. educational, economic, medical, social, etc.) in their nutrition education plan which is submitted annually to the State Agency.

The State WIC agency has identified and described in the Policies and Procedures Manual methods by which WIC services should be coordinated with existing health and social service agency programs.

E. Contacts With Specific Groups:

1. General Public The State Agency has available public service announcements, brochures, posters, etc. which can be used by Local Agencies in their outreach campaigns.
2. Health Professionals The State Agency is using a Documentation of Prenatal Care Form. This form facilitates exchange of information between physicians and WIC projects. Local Agencies develop their own referral systems.
3. County Commissioners Local and State Agency personnel keep county commissioners informed of WIC by sharing results of the annual monitoring process.
4. Wholesale Grocers The State Agency has made available to all chain stores a slide/tape presentation for new employee orientation.
5. Retail Grocers Procedures for monitoring and education of vendors are found in the Policies and Procedures Manual.
6. Community Agencies Community organizations and agencies will be invited to future WIC workshops as they have been in the past. Contacts have been made with migrant organizations throughout the State, and Local Agencies have been encouraged to work with them.

Ongoing efforts are being made to increase the participation of off- reservation Indians in existing WIC programs.

7. Vendors
 - a. Local Agencies are encouraged to involve vendors in nutrition information demonstrations or campaigns.
8. Health Officers, Indian Health Service Unit Directors, etc.
 - a. Whenever possible, State Agency personnel visit these persons during the annual monitoring.
 - b. Local Agency staff is encouraged to make visits to these groups at least once annually to inform them of WIC successes in their area.

WIC HEALTHY MOTHERS/HEALTHY BABIES COALITION

The Montana Healthy Mothers/Healthy Babies Coalition is composed of more than 60 organizations and agencies that has the stated purpose of working toward improving the quality and scope of public and professional education on maternal, perinatal, and infant concerns. Their common goals are:

To supply information that encourages healthy habits for pregnant women and women planning pregnancy.

To motivate pregnant women to prevent specific health risks and educate them to the importance of taking responsibility for healthy childbearing.

To increase understanding among men of the supportive role they play in pregnancy and infant care.

The mission of the Coalition is to identify and reduce the risk of maternal, perinatal and infant mortality, morbidity and disability.

Truly, WIC has been a leader in this mission since the Program was initiated a decade ago.

Now the hope is that, through the broadened constituency of the Healthy Mothers/Healthy Babies Coalition, there will be greater support of the WIC nutrition education goals. It will be WIC's continued commitment to strengthen the health network and upgrade standards of nutrition care by promoting the exchange of pertinent health information with the primary health providers, the physicians. Additionally, cooperation with other involved health care providers should result in improved quality of care.



SECTION VIII

COORDINATION WITH HEALTH SERVICES AND OTHER PROGRAMS

VIII. COORDINATION WITH SPECIAL COUNSELING SERVICES AND OTHER PROGRAMS

NOTE: Includes but is not limited to:

Health and medical organizations; Family Planning, Dental, Alcohol and Drug Abuse Programs; Hospitals; Clinics including Well-Child and Early and Periodic Screening, Diagnosis and Treatment Programs; Welfare Programs, including Aid to Families with Dependent Children (AFDC); Food Stamps; unemployment offices; social service agencies; farmworker organizations (with special emphasis on migrants); Indian Tribal Organizations and agencies contacting off-reservation or landless Indians; religious and community organizations in low income areas such as community action agencies, Headstart, Expanded Foods and Nutrition Education Program (EFNEP); schools; child abuse teams; etc..

A. State WIC Agency Responsibilities:

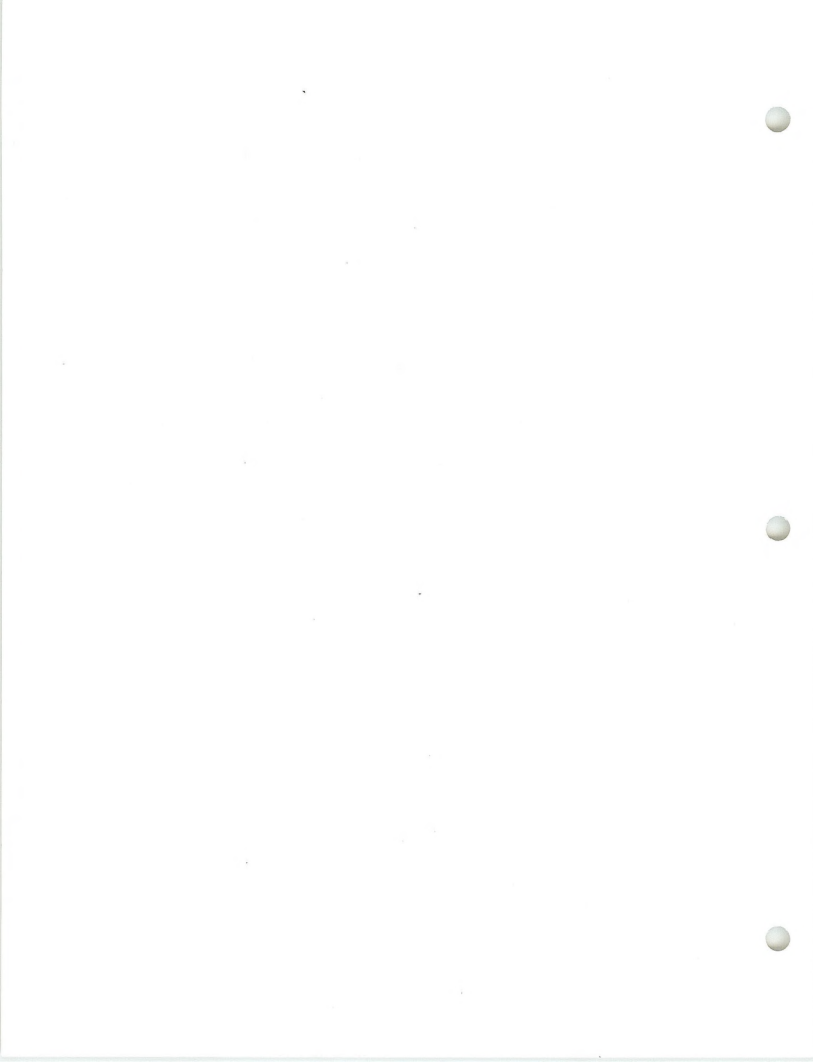
- (1) Distribute WIC brochures, posters and referral forms to Local Agencies.
- (2) Offer training to community agencies who desire and request it.
- (3) Invite interested agencies to State WIC workshops.
- (4) Inform State Food Stamp Program and AFDC Program of WIC regulations regarding referrals; learn what materials and training are available from those programs for the WIC Program. Get local addresses of the above two programs to distribute to local WIC offices. If necessary, do this annually by letter.
- (5) Contact Montana Migrant and Seasonal Farmworkers Council located at 2406 6th Avenue North, Billings, Montana 59102, annually to determine appropriate agencies to contact for outreach and referral. Provide the council with names, addresses, phone numbers and operation hours of all WIC clinics. Refer this information to local WIC agencies and encourage contact with the Migrant Council in their area.
- (6) Monitor Local Agencies for compliance with outreach and referral procedures.
- (7) Continue to investigate various alternatives for serving off-reservation Indians more effectively.
- (8) All outreach materials will contain, or have attached to them, a listing of locations and telephone numbers of all local agencies as well as an attachment which describes the current income guidelines and nutritional risk criteria.

B. Local WIC Agency Responsibilities:

- (1) Distribute materials to community agencies along with income guidelines and nutritional risk guidelines. All local agencies will provide a list of locations and telephone numbers of other Montana WIC agencies, along with income guidelines and

nutrition risk criteria whenever they distribute such brochures, posters and forms.

- (2) Include specific ideas for outreach and referral in the local agency Nutrition Services Plan and indicate which agencies will be contacted.
- (3) Document outreach and referral done; place a copy of the standardized referral form in client's folder. Share care plans where appropriate.
- (4) Inform WIC participants of the Food Stamp Program and AFDC if they appear eligible. These two programs should be contacted annually and addresses and phone numbers of these local programs should be made available to WIC recipients. Local Agencies shall request Food Stamp materials from Food Stamp offices and make them available to WIC participants. Materials from community programs should be posted on bulletin boards in WIC offices along with names, addresses and phone numbers. The Food Stamp Program and AFDC offices should have addresses, phone numbers, and operation hours of all WIC sites.
- (5) Work with community agencies to coordinate whenever possible WIC clinic hours, nutrition education programs, locations and/or medical or nutritional assessments when serving the same population. Strive for close proximity of location.
- (6) Make special efforts to reach migrant farmworker populations.
- (7) In areas where there are non-reservation or landless Indians (i.e., Cascade County), attempts should be made to inform these people of the WIC Program directly and/or through agencies that have contact with them.
- (8) Follow-up on referrals made.



SECTION IX
NUTRITION EDUCATION GOALS AND ACTION PLANS

MONTANA STATE WIC NUTRITION HEALTH GOALS AND OBJECTIVES

GOAL: To reduce the occurrence of Low Birth Weight among infants born to women in Montana by reducing the occurrence of Low Birth Weight in the WIC target population.

Objectives:

1. By October 1, 1986, training will have been provided and there will be common understanding by the local WIC nutrition education staff of the identification, certification, intervention, referral, follow-up, and reporting of the data of the high risk pregnant WIC woman.
2. By June 15, 1987, written standards of practice and written protocols for use in counseling in specific nutrition-related conditions will be completed and will be the standard in all Montana WIC clinics.
3. By June 1, 1987, the WIC Participant Survey will be completed and the nutrition education needs/wants/recommendations reviewed.
4. By September 30, 1987, appropriate nutrition education hand-outs and materials (resources) will be available for use by WIC nutrition educators.
5. By July 1, 1986, the Nutrition Problems, Codes, Criteria, and References for Public Health Nutrition Services will have been reviewed and revised.

GOAL: To reduce the occurrence of Baby Bottle Tooth Decay among infants and young children born to women in Montana by reducing the occurrence of Baby Bottle Tooth Decay in the WIC target population.

Objectives:

1. By October 1, 1986, WIC staff will have been trained in dental screening as part of the assessment and identification of nutrition problems.
2. By October 1, 1986, the State WIC staff will have written protocols for the identification of those behaviors and conditions that contribute to Baby Bottle Tooth Decay and for the counseling, referral, and follow-up required.
3. By October 1, 1987, valid data on the problem will be available to WIC and to the Oral Health Subcommittee of the Montana Coalition of Healthy Mothers/Healthy Babies.

GOAL: To promote breastfeeding in the WIC target population and to provide education and support so that the infant is breast-fed to at least six months of age.

Objectives:

1. By May 30, 1986, one Breastfeeding Workshop will be available to Montana Registered Dietitians, Registered Nurses and physicians.

2. By October 1, 1986, breastfeeding training will have been made available to all involved in nutrition education in WIC.
3. By October 1, 1986 breastfeeding resources and materials will have been evaluated and valid information and educational resources will be available for continuing education of the WIC nutrition educator.
4. By October 1, 1986, promotion of breastfeeding of the handicapped infant will be recognized as the feeding choice by Montanans who provide infant nutrition education: WIC staff, Montana Perinatal physicians, MT. H.C.S.



SECTION X

MANUAL

INTRODUCTION
TO
WIC PROCEDURE MANUAL

The WIC Policies and Procedures Manual has been prepared for use by state and local staff involved in administering the WIC Program. The levels of responsibility are included for each section of the manual to clarify and explain the duties necessary to successfully implement that particular portion of the WIC Program.

The policies and procedures herein are subject to change as new information regarding regulations and guidelines becomes available. As changes occur, they will be forwarded for addition to the manual. Please send suggested revisions on clarity or content to the following address:

STATE WIC PROGRAM COORDINATOR
STATE DEPARTMENT OF HEALTH AND
ENVIRONMENTAL SCIENCES
HEALTH SERVICES DIVISION
COGSWELL BUILDING
HELENA, MONTANA 59620

Prepared by:
Montana State WIC Program Staff
Revised February, 1986

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WIC - WHAT IS IT? HOW DOES IT WORK?

Purpose

The Special Supplemental Food Program for Women, Infants and Children, better known as WIC, provides low income pregnant, postpartum and lactating women, and children to age five, with selected foods to supplement diets lacking in nutrients needed during this critical time of growth and development; education and counseling to improve eating and food buying habits; and access to preventive health programs and referral to private and public health providers.

Authority for WIC

Revised WIC regulations were issued February 13, 1985 in conformance with the Child Nutrition Amendments of 1978 to Section 17 of the Child Nutrition Act of 1966, under Public Law 95-627.

Funds for food and administrative costs are funneled from the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS), to the state agency, which in Montana is the State Department of Health and Environmental Sciences, Health Services and Medical Facilities Division. The state agency makes grants to local programs, which provide direct services to the clients.

Responsibilities

1. Local Agencies: Local agencies, the majority of which are local health departments, hire staff, issue vouchers to clients, maintain records, provide nutrition services, operate a referral system for health care and community services, monitor food vendors, interpret state policies and procedures, and are responsible for outreach.
2. State Agencies: Provide funding to local agencies through contracts, maintain the food delivery system and fiscal responsibility, interpret USDA regulations, develop policies and procedures for program operation and monitoring, give technical assistance and training for local agencies in nutrition and administration, and write the State Plan.
3. USDA Regional Office: Performs management evaluation on the state and local levels to ensure compliance with federal regulations, FNS guidelines and the State Plan; provide technical assistance and act as a clearinghouse for USDA policies and information; and distribute funds to the state agencies in accordance with published funding formulas. Montana is part of the USDA's Region VII, based in Denver, Colorado.

History of WIC in Montana

WIC began in 1974, with two pilot projects on the Fort Peck and Northern Cheyenne Reservations. By the end of 1974 approximately 800 women, infants and children were receiving program benefits monthly. Total program funds at that time were approximately \$120,000. In the beginning of 1976, the caseload had reached 7,900 monthly in 10 counties and 7 reservations. December, 1978 saw over 10,200 participants served by WIC. By January of 1980, the caseload had risen to 12,200 monthly, and in addition to the 7 Indian Reservations, the participants of 39 counties were being served by the WIC Program. The annual

food and administrative funds allocated to Montana amounted to over \$4 million. In January of 1981 the caseload was 14,466 participants receiving program benefits. The food and administrative funds allocated to Montana were approximately \$5 million dollars. By January, 1983, the caseload had dropped to 12,675 participants as a result of funding cutbacks. The annual funding allocation to Montana had decreased to \$4.4 million.

An increase in funding to about \$6.3 million in FFY 1986 allowed the caseload to rise to 13,083 in February, 1986.

MONTANA STATE WIC PROGRAM

Updated 6/86

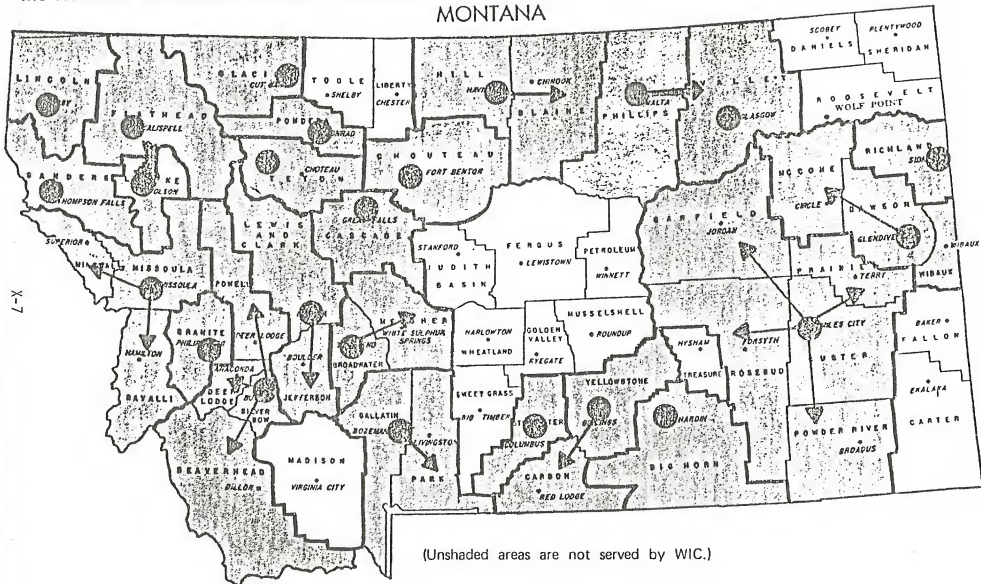
CTY CODE	WIC PROGRAM	ADDRESS	PHONE	STAFF	DAYS/HOURS OPEN	COPIES REPORTS TO
011	BEAVERHEAD COUNTY c/o Silver Bow				2nd W/10-3:30	William Burke, HO
021	BIG HORN COUNTY	809 North Custer Hardin, MT 59034	665-1005	Christine Frank, RD	Tues./8-5	County Commissioners
031	BLAINE COUNTY c/o Hill Co.				W/9-4	County Commissioners Hill County WIC
041	BROADWATER COUNTY	P. O. Box 489 Townsend, MT 59644	266-5209	Pat Nelson, RN, Melody Anacker, RD	3rd W/9-4	County Commissioners
051	CARBON COUNTY c/o Yellowstone Co.					
071	CASCADE COUNTY	1130 17th Ave. S. Great Falls, MT 59405	761-1190	Cherry Loney, RN	M-F/8-5	Donald Pizzini, HO
081	CHOUTEAU COUNTY	1020 13th Street P. O. Box 459 Fort Benton, MT 59442	622-3771	Bonnie Lewis, RN	1st M T/8-12 3rd W/8-5	County Commissioners
111	DAWSON COUNTY (also serves McCone County Wibaux County)	207 West Bell Glendive, MT 59330	365-3070 365-6135	Thomas Robertson, Dir. Camille Spitzer, RN Karen Johnson, RD Marilyn Mischel, Aide	T&W/9-4	County Commissioners
121	DEER LODGE COUNTY c/o Silver Bow	P. O. Box 217 Anaconda, MT 59711	563-7863	Linda Mason	T&Th/8-4:30 W/8-12	Silver Bow WIC William Burke, HO
091	EASTERN PLAINS (Custer County) (also serves Garfield County Powder River County Prairie County Rosebud County)	Holy Rosary Hospital 2101 Clark Street Miles City, MT 59301	232-2540 Ext. 408	Chery Leidholt, RD Vicky Shipe, WIC Nutr.	M/9:00-3:30 T/8:00-11:45	Bud Johnson, Comptroller Mike Piper, Administrator
151	FLATHEAD COUNTY	723 5th Avenue East Kalispell, MT 59901	752-5300 ext. 343	Tamara Stewart, RD	M-F/8-5	Althea Ginnebaugh, RN
161	GALLATIN COUNTY (also serves Park County)	Courthouse, Room 105 Bozeman, MT 59715	587-3904	Jacquelyn Stonnell, RN Carol French, RD Emily Matthews, RD	T-Th/8-5	Edward King, HO
171	GARFIELD COUNTY c/o Eastern Plains				2nd Th/9:45-10:45 & 2:30-3:30	Bud Johnson, Comptroller

CTY CODE	WIC PROGRAM	ADDRESS	PHONE	STAFF	DAYS/HOURS OPEN	COPIES REPORTS TO
181	GLACIER COUNTY	706 2nd St., S.E. Cut Bank, MT 59427	873-4461	Catherine Brown, RN	2nd M,T,W/8-5	County Commissioners
201	GRANITE COUNTY	P. O. Box 312 Drummond, MT 59832	288-3627	Margo Bowers, RN		County Commissioners
		P. O. Box 247 Philipsburg, MT 59858	859-3671 (W) 859-3845 (H)	Carolynn Vietor	3rd or 4th week T,W,Th/8-5	
211	HILL COUNTY (also serves Blaine County)	Hill County Courthouse Havre, MT 59501	265-5481	LuAnn McLain	M-Th/8-5 F-Chinook/Harlem	County Commissioners
221	JEFFERSON COUNTY c/o L & C County	P. O. Box 473 Whitehall, MT 59759	287-3249	Yvonne Gilbert	2nd W-Whitehall	Robert Johnson, HO Lewis & Clark Co. WIC
222		Star Route Boulder, MT 59632	225-3874 287-5862 (home)	Mary Ann Carey	1st & 2nd Th	
241	LAKE COUNTY	7 - 3rd Avenue West Polson, MT 59860	883-4605	Julane Matejovsky	M-F/8-5	Virginia Reber, RN County Commissioners
251	LEWIS & CLARK COUNTY (also serves Jefferson County)	P. O. Box 1723 Helena, MT 59626	443-1010 ext. 358	Alane Smith, R.D.	M-F/8-5	Robert Johnson, HO
252	(Lincoln)					
271	LINCOLN COUNTY	204 E. 6th Street	293-5711	Denise Garoutte, R.D.	Th&Fri/9-4 (Libby)	County Commissioners
272	(Eureka)	Libby, MT 59923	296-2751	Jean Williams Tamara Neils	1,3,4 T/9-3:30 (Eureka)	
281	MCCONE COUNTY c/o Dawson County				1st or 2nd Th 9:15-3:00	Dawson County WIC County Commissioners
311	MINERAL COUNTY c/o Missoula County	P. O. Box 104 Superior, MT 59872	822-3321	Lynne Scalia, WIC Aide	1st - 3rd Mon.	Health Officer Missoula County WIC
321	MISSOULA COUNTY (also serves Mineral County Ravalli County)	301 West Alder Street Missoula, MT 59801	721-5700 ext. 352	Mary Feuersinger, RD	M-F/8-5	Health Officer
341	PARK COUNTY c/o Gallatin County	Livingston Plaza Suite 5 1313 West Park Livingston, MT 59047	222-7122	Tara Eddy	M-F/1st wk of mo. M-W/every other wk.	Gallatin County WIC County Commissioners
361	PHILLIPS COUNTY c/o Valley County	Box 1405 Malta, MT 59538	654-1380 654-1279 (home)	Susan Dusek	2nd & 4th Wed. & Thurs.	
371	PONDERA COUNTY	P. O. Box 1291 Conrad, MT 59425	278-3247	Eleanor Gustafson, RN C. J. Wood, RD	3rd wk/month 8-5	County Commissioners

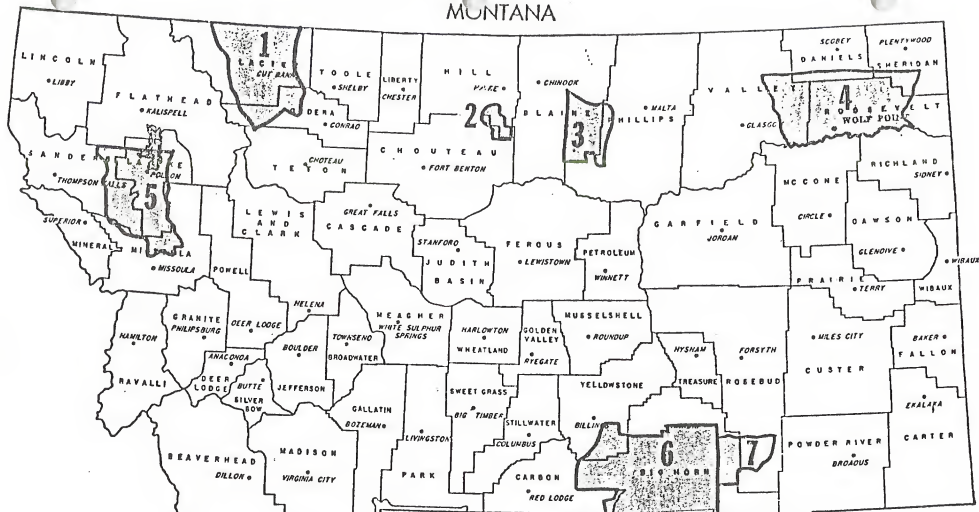
CTY CODE	WIC PROGRAM	ADDRESS	PHONE	STAFF	DAYS/HOURS OPEN	COPIES REPORTS TO
381	POWDER RIVER COUNTY c/o Eastern Plains				2nd F/10:00-1:00	Bud Johnson, Comptroller Eastern Plains WIC County Commissioners
391	POWELL COUNTY c/o Silver Bow Co.				1st & 3rd Th 9:30-3:30	Becky Harrington, SB Co. William Burke, HO
401	PRAIRIE COUNTY c/o Eastern Plains					Bud Johnson, Comptroller Eastern Plains WIC County Commissioners
411	RAVALLI COUNTY c/o Missoula County	247 State Street Hamilton, MT 59840	363-4161	Cheryl Schoeneman	M-F/8-5 2nd Th-Darby 1&3 F/Stevensville	Missoula County WIC Health Officer
421	RICHLAND COUNTY	221 5th St., S.W. Sidney, MT 59270	482-2207	Mary A. Rehbein, RN Sylvia Osterman	T/9:30-2:30 F/9:30-1:00	County Commissioners
441	ROSEBUD COUNTY c/o Eastern Plains	P. O. Box 388 Forsyth, MT 59327	356-2156	Donna Plympton, RN Linda Steinmetz	1st & 3rd W 8:00-3:30	Eastern Plains WIC Bud Johnson, Comptroller County Commissioners
451	SANDERS COUNTY	P. O. Box 519 Thompson Falls, MT 59873	827-4395 847-2667 (Home)	Barb Saint, RN Karen Dwyer	M/9-3 (T. Falls) 1,2,3 T/9-3 (Plains) 4th T/9-3 (Noxon)	County Commissioners
471	SILVER BOW COUNTY (also serves Beaverhead County Deer Lodge County Powell County)	25 West Front Street Butte, MT 59701	782-0077	Peggy Burt, RN	M-F/8-5	William Burke, HO
481	STILLWATER COUNTY	P. O. Box 872 Columbus, MT 59019	322-4296	Terri Stene, RN Vicki Krell, RD	2nd & 3rd T&W/9:00-2:45	John Bartos, Administrator
501	TETON COUNTY	P. O. Box 820 Choteau, MT 59422	466-5763	Florence Anderson, Adm. Off. Carol Cory, RD	1st T&W (Choteau) 2nd W (Fairfield)	Richard P. Spilovoy, Admin.
531	VALLEY COUNTY (also serves Phillips County)	Frances Mahon Deaconess Hospital 621 2nd Street South Glasgow, MT 59230	228-4351 ext. 266	Janet Aumann, RD	1st & 3rd M&T 8-4:30 2nd & 4th T&W 8-4:30 (Malta)	Kyle Hopstad, Hosp. Admin.
551	WIBAUX COUNTY c/o Dawson County					
561	YELLOWSTONE COUNTY (also serves Carbon County)	721 N. 29th Street (Basement) Billings, MT 59101	256-6806 ext. 221/320	Lil Anderson, RN Doris Biersdorf, RD	M-F/8-5 Carbon-4th F Laurel-1st & 3rd F Lockwood-4th W Heights-2nd W&Th	G. Sheckleton, MD, HO

CTY CODE	WIC PROGRAM	ADDRESS	PHONE	STAFF	DAYS/HOURS OPEN	COPIES REPORTS TO
591	BLACKFEET TRIBAL HEALTH DEPARTMENT	IHS Hospital Browning, MT 59417	338-5311	Dorothy Champine Darlene Wippert	M-F/8-4 Heart Butte-4th W	James Kennedy, Dir. Marilyn Johnson J. Plumage, SUD
601	CROW TRIBE OF INDIANS	PHS Indian Hospital Crow Agency, MT 59022	638-2823 ext. 87	Jo Ann Holland, RD Charlene Variott	M-F/8-4:30	Myron Falls Down, Dir. Marilyn Johnson Carl Pease, SUD
602	LODGE GRASS	Lodge Grass Med. Ctr. P. O. Box 409 Lodge Grass, MT 59050	639-2317 ext. 30	Red Starr	M-Th/8:30-4:30	Myron Falls Down, Dir. Marilyn Johnson Carl Pease, SUD
603	PRYOR	IHS Clinic Box 206 Pryor, MT 59066	245-5446	Martha Big Day	M&T/8-5	Myron Falls Down, Dir. Marilyn Johnson Carl Pease, SUD
611	FLATHEAD INDIAN RESERVATION	Nutrition Services Tribal Health Dept. 26 Round Butte Rd, W. Roman, MT 59864	676-2770	Kathy Larson Mary Jane Billedeaux		Bearhead Swaney Marilyn Johnson Rose J. Evans, SUD
621	FORT BELKNAP COMMUNITY COUNCIL	PHS Indian Hospital Ft. Belknap Agency RR 1, Box 103 Harlem, MT 59526	353-2651 ext. 338	Mattie Paddock Edna Miller	M-F/8-5	Enory Champagne, Dir. Marilyn Johnson Tennyson Doney, SUD
571	FORT PECK TRIBAL HEALTH DEPARTMENT	P. O. Box 67 Poplar, MT 59255	768-3491	Jean Buer Irene Evenson	M-Th/8-4	Larry Burshia, Dir. Marilyn Johnson Vern Gibbs, SUD
572	FORT PECK - WOLF POINT	P. O. Box 729 Wolf Point, MT 59201	653-1380	Darla Payne	T-F/8-5	Larry Burshia, Dir. Marilyn Johnson Vern Gibbs, SUD
581	NORTHERN CHEYENNE BOARD OF HEALTH	Public Health Service Health Serv. Admin. Lame Deer, MT 59043	477-8253 ext. 21	Esther Rowland	M-F/8-4:30	David Means, Dir. Marilyn Johnson Leah Exendienne, SUD
631	ROCKY BOY WIC PROJECT	PHS Indian Hlth. Ctr. Rocky Boy Route Box 664 Box Elder, MT 59521	395-4486 (Havre code)	Mattie Paddock	T,W,Th/8-4:30 F/8-12	Clarice Monteau, Health Bd. Director Marilyn Johnson Roberta Denny, SUD
		MT Inter-Tribal Policy Board 2303 Grand Avenue, Suite 5 Billings, MT 59101	652-3113	Marilyn Johnson		

MONTANA



(Unshaded areas are not served by WIC.)



Location of Montana's Indian Reservations

1. Blackfoot Reservation
2. Rocky Boys Reservation
3. Fort Belknap Reservation
4. Fort Peck Reservation
5. Flathead Reservation
6. Crow Reservation
7. Northern Cheyenne Reservation

SOURCE: Montana Department of Health and Environmental Sciences.

REGULATIONS

(Optional -- Place your copy of the regulations
here or keep them in a separate notebook, handy
for easy reference.)

APPENDIX 15: MODEL AGREEMENT

AGREEMENT

An Agreement is hereby made between _____ (County) and the Montana Department of Health and Environmental Sciences (DHES). The parties, in consideration of mutual covenants and stipulations described below, agree as follows:

SECTION I PURPOSE

The purpose of this Agreement is to provide the services of the USDA's Special Supplemental Food Program for Women, Infants and Children (WIC) to residents of _____ County.

SECTION II: SERVICES

A. The County shall, to the extent that the funding stated in Section IV allows, do the following during the period from July 1, 198__ through June 30, 198__:

(1) Conduct the Special Supplemental Food Program for Women, Infants and Children (WIC) by assuming all administrative, financial and professional health service responsibilities for the WIC Program within _____ County.

The County shall administer the WIC Program in accordance with the current regulations contained in 7 CFR Part 246; the 1985 WIC State Plan; U.S. Food and Nutrition Service (FNS) guidelines and instructions; and the WIC Policies and Procedures Manual, as revised August, 1981, and updated thereafter.

(2) Provide performance, activity, and fiscal reports required by DHES, including, but not limited to, the following:

(a) time distribution records for employees. Such records need not be submitted to DHES in Helena, but shall be kept available at the main office of the County for audit purposes, to be checked during regular monitoring visits conducted by staff of DHES or independent auditors.

(b) itemized expenditure reports. The County shall submit these reports to DHES by the 15th of each month, beginning with August, 1984, unless DHES agrees there is a good cause for the delay (e.g., a difference between the monthly close-out dates of the WIC Program and the County). Any adjustment to an expenditure report will be eligible for reimbursement only if it is received by DHES prior to the end of the calendar month following the month for which the adjusted expenditure report is claimed.

(3) Maintain complete, accurate, documented, and current accounting of all program funds received and expended.

(4) Ensure that no claim is submitted for reimbursement of services already funded by other state or federal programs, or for costs which are not allowable under 7 CFR 246.14.

(5) Obtain written prior approval from DHES before, and as a condition of, purchasing equipment costing more than \$200.00 with WIC funds. If such approval is given by DHES and the equipment is purchased, it is the property of DHES.

(6) Assume responsibility for the safe storage of negotiable food vouchers and reimburse DHES for any WIC Program funds misused or otherwise

diverted due to negligence, fraud, theft, embezzlement, or other loss caused by the County, its employees, or agents.

(7) Contract with food vendors and follow procedures for issuance of food vouchers to WIC participants in conformity with 7 CFR Sections 246.12 and Section VIII of the Policies and Procedures Manual cited in paragraph 1 above.

(8) Employ for the WIC program one of the following types of individuals to perform duties of certification, prescription of WIC foods, counseling of high risk clients, nutrition education, and planning of nutrition services to be delivered under the program, in conformity with 7 CFR Section 246.7, 246.10, and 246.11, FNS guidelines and instructions, and the 1986 WIC State Plan: a physician, nutritionist (with a bachelor's or master's degree in nutritional sciences, community or clinical nutrition, dietetics, public health nutrition, or home economics with emphasis in nutrition), dietitian, registered nurse, physician's assistant certified by the National Committee on Certification of Physician's Assistants or the Montana Board of Medical Examiners, or a state or local medically trained health official.

(9) Abide by the nutritional health plan developed by the County for FY 1986 in accordance with 7 CFR Section 246.11 (d)(2) and the 1986 WIC State Plan and submitted to DHES.

(10) Ensure that one-sixth (1/6th) of the reimbursement claimed by the County each month is for time spent by personnel in nutrition education of WIC clients in compliance with 7 CFR Section 246.11 and the 1986 WIC State Plan.

(11) Assure that one staff person involved in the WIC Program attends regularly scheduled workshops sponsored by DHES on administrative policies, procedures, and nutrition. Other personnel deemed appropriate by the County may attend subject to availability of funding from DHES. In the event that inclement weather intervenes, attendance at such workshops will not be mandatory.

(12) Make available to all WIC participants ongoing health services as outlined in 7 CFR Sections 246.2 and 246.6 (b)(3) and Section V of the Policies and Procedures Manual cited in paragraph 1 above, and inform applicants of the health services which are available.

(13) By July 15, 198 , submit to DHES for approval a draft contract with each satellite county listed in paragraph (1) above (if any) defining the respective responsibilities for the WIC Program of the satellite and the County, and provide DHES with a copy of each such contract, after execution of it, within two months after receipt of written approval from DHES.

(14) Comply with all requirements imposed by the U.S. Department of Agriculture concerning administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102 and A-87, including those relating to procurement of supplies, equipment and other services, as well as the utilization and disposition of property purchased in whole or in part with WIC funds.

(15) Keep on file and available for review, audit and evaluation:

(a) a copy of this Agreement;

(b) information on the character of the service area and financial eligibility standards used;

(c) complete and accurate written records of nutritional assessment criteria, criteria for certification of applicants, foods prescribed, nutrition care, counseling, education and referrals provided under the WIC Program;

(d) complete, accurate, documented and current accounting of all funds received pursuant to this Agreement and expended.

B. DHES shall:

(1) Provide a minimum of one regularly scheduled workshop annually for project personnel for training in administrative policies, procedures, and nutrition services as referenced in Part A above.

(2) Pay travel expenses for the staff person attending the workshops required by part A, paragraph (1), above. Such travel expenses shall be reimbursed at the rates set for in-state travel of state employees in Title 2, Chapter 18, Part 5, Montana Code Annotated, or at a rate agreed upon by the County and DHES.

(3) Send staff to visit and monitor the County's WIC Program in order to determine compliance with administrative and nutrition service requirements of this Agreement.

SECTION III: EFFECTIVE DATE AND DATE TO COMPLETE SERVICES

This Agreement shall take effect as of July 1, 198__, and the services provided pursuant to Section IA must be continued through June 30, 198__, unless this Agreement is terminated earlier pursuant to Sections V or X.

SECTION IV: CONSIDERATION

In consideration of services rendered pursuant to this Agreement, DHES agrees to reimburse the County for the following:

(1) salaries and fringe benefits for personnel while engaged in performance of this Agreement, at the rate of 1/12th (8.3%) per month of the funds allocated for personnel services in the Attachment A budget; DHES will reimburse for expenditures in excess of this amount only if it has approved the excess expenditure before it was accrued.

(2) indirect costs (at the rate of 5%), and any other expenses necessary and related to administration of the WIC Program by the County, considered allowable by 7 CFR 246.12, and listed in the budget in Attachment A; expenditures in any budget category (except salaries and benefits) may not exceed 10% of that category unless DHES gives its approval in advance.

As soon as possible after execution of this Agreement, DHES shall pay the County an advance of \$_____.

Subject to the receipt of funds from U.S.D.A., DHES shall reimburse the County for services performed under this Agreement upon DHES' receipt from the County of completed and signed expenditure reports, within the time limit set in paragraph A (2)(b) of Section II, and a signed vendor invoice request for funds. Reimbursable expenditures for the period from July 1, 198__, through September 30, 198__, must not exceed \$_____.

A final statement of all outstanding reimbursable expenses must be submitted by July 31, 198__, if they are to qualify for payment. If the total amount paid under this Agreement exceeds all reimbursable expenses once the services under this Agreement have been completed, the balance will be returned to DHES. Total payments by DHES for all purposes under this Agreement shall not exceed \$_____.

SECTION V: TERMINATION

(1) The County understands and agrees that DHES, as a state agency, is dependent upon federal and state appropriations for its funding, and that actions by Congress, U.S.D.A., or the Montana Legislature may preclude funding this Agreement through the completion date stated in Section III. Should such a contingency occur, the parties agree that DHES may set a new completion date or terminate the contract immediately, depending upon the funding remaining available for the Agreement, and that the County will be compensated for services rendered and expenses incurred to 5:00 p.m. of the revised completion date.

(2) In addition to the provisions of paragraph 1 above, and Section X, either party may terminate this Agreement for failure of the other party to perform any of the services, duties, or conditions contained in this Agreement after giving 30 days written notice to the other party.

(3) Any termination of this Agreement is subject to the exception that paragraph (4) of Section X, relating to retention of and access to records, will remain in effect.

SECTION VI: ASSIGNMENT AND SUBCONTRACTING

The parties agree there will be no assignment or transfer of this Agreement, or of any interest in this Agreement, unless both parties agree in writing. The parties agree that no services required under this Agreement may be performed under subcontract unless both parties agree in writing.

SECTION VII: EQUAL OPPORTUNITY

The County agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50) and Food and Nutrition Service directives or regulations issued pursuant to that Act and its regulations, to the effect that no person in the United States shall, on the ground of race, color, national origin, age, sex, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the County received federal financial assistance from the Department; and hereby gives assurance that it will immediately take any measures necessary to effectuate this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance, grants and loans of federal funds, reimbursable expenditures, grant or donation or federal property and interest in property, the detail of federal personnel, the property or interest in such property of the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the County by DHES. This includes any federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this contract.

By accepting this assurance, the County agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of Title VI and to permit authorized U.S.D.A. personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the County, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from DHES. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the program applicant.

In addition, pursuant to Sections 49-2-303 and 49-3-207 of the Montana Code Annotated, no part of this contract shall be performed in a manner which discriminates against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin by the persons performing the contract. Any hiring shall be on the basis of merit and qualifications directly related to the requirements of the particular position being filled.

SECTION VIII: VENUE

The parties agree that, in the event of litigation concerning this Agreement, the venue shall be in the First Judicial District of the State of Montana, in and for the County of Lewis and Clark.

SECTION IX: MODIFICATIONS AND PREVIOUS AGREEMENTS

This instrument contains the entire Agreement between the parties, and no previous statements, promises, or inducements made by either party or agent of either party which are not contained in this written Agreement shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing, signed by the parties. No change, addition, or erasure of any printed portion of this Agreement shall be valid or binding upon either party.

SECTION X: AUDITING, RECORD RETENTION, AND ACCESS TO RECORDS

(1) The County agrees to allow access to the records of the activities covered by this Agreement as may be necessary for legislative audit and analysis purposes in determining compliance with the terms of this Agreement, as required by Section 5-13-304, Montana Code Annotated. Notwithstanding the provisions of Section V, this Agreement may be terminated upon any refusal of the County to allow access to records necessary to carry out the audit and analysis referred to above.

(2) The County must provide DHES by September 30, 1986, with a copy of an agency audit covering the time period stated in Section III and complying with the audit requirements of the federal Office of Management and Budget's (OMB) Circular A-102, Attachment P.

(3) The State of Montana, DHES, the U.S. Department of Agriculture, Food and Nutrition Service, the Comptroller General of the United States, and the General Accounting Office of the United States, or any of their duly authorized representative, have the right of access to any books, documents, papers, and records of the County which are pertinent to the services provided under this contract, for purposes of making an audit, excerpts, or transcripts. Further, for purposes of verifying cost or pricing data submitted in conjunction with the negotiation of this contract or any amendments thereto, the State and DHES,

until the completion date cited in Section III, have the right to examine those books, records, documents, papers, and other supporting data which involve transactions related to this Agreement or which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used for them.

(4) Financial records, supporting documents, statistical records, and all other records documenting the services provided by the County under this Agreement must be retained for a period of 3 years after the date of submission of the final statement of reimbursable expenses referred to in Section IV. The County agrees to make the records described herein available at all reasonable times at its general offices. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved. The County, whenever it is ready to dispose of the above records, will submit them to the Food and Nutrition Service if that agency has requested them.

SECTION XI: SEVERABILITY

It is understood and agreed by the parties hereto that if any term or provision of this contract is by the courts held to be illegal or in conflict with any Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

SECTION XII: LIAISONS

The County's liaison to DHES for purposes of this Agreement is the following person, or that person's successor.

Name

Title

DHES' liaison to the County for purposes of this Agreement is David Thomas, or his successor.

SECTION XIII: EXECUTION

This Agreement consists of 8 pages and one attachment. The original is to be retained by the Financial Management Division of DHES. A copy of the original has the same force and effect for all purposes as the original.

To express the parties' intent to be bound by the terms of this Agreement, they have executed this document on the dates set out below:

Date

By:

_____ COUNTY

Signature

Print Name and Title

Address _____, MT

Employer's ID No.

DEPARTMENT OF HEALTH AND
ENVIRONMENTAL SCIENCES

BY:

Robert L. Solomon
Contracts Officer

Date

Approved for legal content by:

Eleanor A. Parker

Date

AGENCY

FTE's: Competent Professional Authority _____
Nutrition Aide _____

Salaries _____

Benefits _____

Indirect _____

Travel _____

Equipment _____

Supplies _____

Rent _____

Telephone _____

Postage _____

Utilities _____

Repairs _____

Contracted Services _____

Nutrition Education _____

Other _____

TOTAL _____

1st Quarter _____

Outline for a Satellite Agreement

This outline is to be used as a guide in preparing satellite agreements.*

Section I: Each party's specific services must be defined in Section I. The administrative and supervisory responsibilities must be clearly delineated between the satellite and parent agency. We are particularly concerned as to which party is responsible for providing the required health services to WIC clients in the satellite communities.

Section II: The effective dates of duration must coincide with your state agreement, which normally spans fiscal year July 1 through June 30.

Section III: A satellite budget must be a part of the satellite agreement.

Sections IV to XI: These sections are self-explanatory.

Consult your agency's legal representative before completing this agreement. Your legal counsel should provide assistance in reviewing all local agency contracts.

NOTE: The information in this agreement would also be used when a health agency must contract with another provider to conduct certain required WIC services.

Example: When a hospital is the parent WIC agency it must contract with a public agency, private non-profit agency or private provider to provide Well Child Conferences for participating infants and children.

*A Satellite is defined as a WIC program that is operated by another WIC program. The parent agency has primary administrative responsibility for the satellite program and contracts directly with the State Agency. A satellite program is located outside the defined project area.

APPENDIX 16:

MODEL SATELLITE AGREEMENT: WIC PROGRAM:

A cooperative agreement is hereby made between _____ (hereinafter referred to as "Satellite") and the _____ (hereinafter referred to as "Local Agency"), in order to extend to _____ County the services of the Women, Infants and Children (WIC) Program, for which Local Provider is responsible under separate contract with the Montana Department of Health and Environmental Sciences (DHES). The parties, in consideration of mutual covenants and stipulations described below, agree as follows:

SECTION I: SERVICES

A. The Local Agency agrees to perform the following services:

(1)

(2)

(3)

etc.

B. The Satellite agrees to perform the following services:

(1) Maintain a complete, accurate, documented, and current accounting of WIC Program funds received from Local Agency.

(2)

(3)

etc.

(NOTE: Each party's respective duties for the WIC Program should be carefully described above. Examples of duties are listed below; these and any other duties should be listed under either A or B above, depending upon which agency assumes the responsibility:)

(1) Maintain whatever WIC performance, activity and fiscal reports are required by DHES, including, but not limited to the following:

(a) Time distribution records for employees;

(b) Itemized monthly expenditure reports. (If the Satellite keeps these reports, the agreement must include a requirement that the Satellite submit a copy to the Local Provider by the 10th day of each month following the month to which the report relates.)

(2) Maintain careful records for each WIC client.

(3) Issue food vouchers to WIC participants in conformity with 7 CFR, Sections 246.10 and 246.11.

- (4) Employ or contract for a registered dietitian or other person whose qualifications are approved by the Montana Department of Health and Environmental Sciences (DHES) to perform duties of certification, prescription of WIC foods, counseling of high risk clients, and planning nutrition services to be delivered under the program, in conformity with 7 CFR Sections 246.6 through 246.9 and the 1984 WIC State Plan of DHES.
- (5) Employ or contract for program assistants as necessary to carry out clerical duties such as making client appointments, issuing drafts, and preparing reports.
- (6) Provide space for program operations, specifically interviews, storage for materials and supplies, and utilization of educational aids (projectors, tape players, etc.).
- (7) Make available to all WIC participants ongoing health services as outlined in 7 CFR Sections 246.2 and 246.6(b)(3) and Section II-A of DHES' most current WIC Policies and Procedures Manual, and as specified by DHES' Nursing Bureau.

SECTION II: EFFECTIVE DATE AND DATE TO COMPLETE SERVICES

This Agreement shall take effect as of _____, and the services required by Section I shall continue through _____ (date), unless this Agreement is terminated earlier pursuant to Sections IV.

SECTION III: CONSIDERATION

In consideration of services rendered pursuant to this Agreement, and subject to receipt of funds from DHES, the Local Agency shall pay for those items which were necessary to the Satellite's performance of this Agreement and are specified in Appendix A of this Agreement, subject to receipt from the Satellite of completed and signed expenditure reports (required by Section I(B)(?)). Total payments for Satellite's services under this Agreement will not exceed \$_____.

A final statement of all reimbursable expenses must be submitted within 30 days after the latest date cited in Section II if they are to qualify for payment.

SECTION IV: TERMINATION

(1) Satellite understands and agrees that since funding for this Agreement is available through a contract by Local Provider with DHES, a state agency which is dependent upon federal and state appropriations for its funding, actions by Congress or the Montana Legislature may preclude funding this Agreement completely through the completion date stated in Section II. Should such a contingency occur, the parties agree that the Local Agency may set a new completion date or terminate the contract immediately, depending upon the funding remaining available for the Agreement, and that the Satellite will be compensated for services rendered and expenses incurred to 5:00 p.m. of the revised termination date.

(2) In addition to the provisions of paragraph (1) above and Section IX, either party may terminate this Agreement for failure of the other party to

perform any of the services, duties, or conditions contained in this Agreement after giving 30 days written notice to the other party.

(3) Any termination of this Agreement is subject to the exception that paragraph (2) of Section VII, relating to retention of and access to records, will remain in effect.

SECTION V: EQUAL OPPORTUNITY

The Satellite agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50) and Food and Nutrition Services directives or regulations issued pursuant to that Act and its regulations, to the effect that no person in the United States shall, on the ground of race, color, national origin, age, sex or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Satellite receives federal financial assistance from the Local Agency; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance, grants, and loans of federal funds, reimbursable expenditures, grant or condition of federal property and interest in property, the detail of federal personnel, the sale and lease of, and permission to use, federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the Satellite by the Local Agency. This includes any federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, and cash assistance extended in reliance on the representations and agreement made in this assurance.

By accepting this assurance, the Satellite agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of Title VI and to permit authorized U.S.D.A. personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the County, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Local Agency. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Satellite.

In addition, pursuant to Sections 49-2-303 and 49-3-207 of the Montana Code Annotated, no part of this contract shall be performed in a manner which discriminates against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin by the persons performing the contract. Any hiring shall be on the basis of merit and qualifications directly related to the requirements of the particular position being filled.

SECTION VI: MODIFICATIONS AND PREVIOUS AGREEMENTS

This instrument contains the entire Agreement between the parties, and no previous statements, promises, or inducements made by either party or agent of either party which are not contained in this written Agreement shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing, signed by the parties. No change, addition, or erasure of any printed portion of this Agreement shall be valid or binding upon either party.

SECTION VII: AUDITING, RECORD RETENTION, AND ACCESS TO RECORDS

(1) The Satellite agrees to allow access to the records of the activities covered by this Agreement to Local Agency, DHES, or as may be necessary for legislative audit and analysis purposes in determining compliance with the terms of this Agreement. In addition to the provisions of Section IV, this Agreement may be terminated upon any refusal of the Satellite to allow the access to records described above.

(2) Financial records, supporting documents, statistical records, and all other records supporting the services provided by the Satellite under this Agreement must be retained for a period of 3 years after the date of submission of the final statement of reimbursable expenses referred to in Section III. The Satellite agrees to make the records described herein available at all reasonable times at its general offices. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

SECTION VIII: SEVERABILITY

It is understood and agreed by the parties hereto that if any term or provision of this contract is by the courts held to be illegal or in conflict with any Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

SECTION IX: LIAISONS

The Satellite's liaison for purposes of this Agreement is the following person, or that person's successor.

_____	_____
Name	Title

The Local Agency's liaison for purposes of this Agreement is the following person, or that person's successor.

_____	_____
Name	Title

DHES' liaison to both parties for purposes of this Agreement is the following person or that person's successor:

_____	_____
Name	Title

The parties agree that these persons will be the first contacts concerning any problems or questions that may arise in the implementation of the terms of this Agreement.

SECTION XIII: EXECUTION

This Agreement consists of ____ pages and one appendix. The original will be retained by the Local Agency. A copy of the original has the same force and effect for all purposes as the original. A copy of the original Agreement will be sent by the Local Agency to DHES on the day following the Agreement's execution.

To express the parties' intent to be bound by the terms of this Agreement, they have executed this document on the dates set out below:

Date

Satellite's agent's signature

Print name and title of above

Address of Satellite
Federal Employer's ID No. _____

Date

Signature of agent of Local Agency

Print name and title of above

Address of Local Agency
Federal Employer's ID No. _____

APPLICATION/CERTIFICATION SECTION

- I. Definitions
- II. Application/Certification Process
 - End of Certification
- III. Transferring Participants and Migrants
- IV. Waiting List - Process
- V. Ineligibility
- VI. Instructions for Certification Record Form
- VII. Verification of Certification Cards
- VIII. Participant's Rights and Obligations
 - WIC Participant's Responsibility Form
- IX. Appointments/Scheduling
- X. Determination of Eligibility-Criteria
 - A. Population
 - B. Residential
 - C. Financial
 - D. Nutritional
- XI. Certification Policies
- XII. Caseload Management
 - A. Priority System
 - B. Waiting List Guidance
- XIII. Chart Information - Contents
- XIV. Health Services to be Provided

DEFINITIONS

1. Breastfeeding Woman: Woman up to 1 year postpartum who is breastfeeding an infant.
2. Caseload: The number of persons certified eligible and participating in the WIC Program at any point in time. Persons certified eligible and wait listed are not considered to be participating in the WIC Program, and therefore are not included when assigning caseload limits or tallying caseload being carried at a point in time.
3. Client: Any WIC Program participant.
4. Encumbrance: A designated amount of money set aside for a specific purpose.
5. Fair Hearing: Procedure through which an individual may appeal a State or local decision which results in denial of Program participation, or suspension or termination from the Program.
6. Family: Group of related or unrelated individuals, not residents of an institution, living together as one economic unit.
7. Food Package: Supplemental foods given to participants monthly.
8. Food Vendor: Local grocer, dairy or other merchant who, through a signed agreement with the local agency, provides WIC foods in exchange for the WIC voucher.
9. Infant: Person 0-12 months of age.
10. Initial Visit: The first time a person visits a WIC clinic to request program benefits, whether an inquiring person in person or a visit for an appointment established by telephone.
11. Local Project/Program/Agency: Organizational body that provides WIC benefits within a defined project area.
12. Migrant Farmworker: A person or member of a family whose prime employment is agriculture on a seasonal basis who has been so employed within the last 24 months and who has established for the purpose of such employment a temporary residence.
13. Object Class Budget Items: Line items such as salaries, fringe benefits, postage, etc.
14. Participant: Pregnant, breastfeeding, post partum women, infants and children who are receiving vouchers under the program.
15. Priority System: Applied to persons on waiting list to ensure those at highest nutritional risk are the first ones chosen to fill vacancies.

16. Reallocation: Process by which USDA monies are moved from one state agency which is spending at a lower rate and given to another state agency that is able to spend the money more rapidly due to larger caseloads.
17. Retail Purchase System: A system in which the participant obtains WIC foods through an authorized food vendor, i.e., grocer or dairy.
18. Satellite: A WIC Program operated by another WIC Program which has primary administrative responsibility for the program and contracts directly with the State Agency. A satellite differs from a site in that it is located outside the defined project area, i.e., county or reservation.
19. Site: Within a defined project area there may be more than one site/clinic that offers services to WIC participants.
20. Staffing Pattern: Ratio of WIC staff needed to number of participants served.
21. State Agency: USDA's administrative designee for WIC in the state.
22. State Plan: Requirement of the State Agency by USDA which indicates action plans necessary to meet USDA regulations.
23. VOC Card: Verification of Certification Card issued to clients who are transferring to another WIC service area, to show proof of eligibility.
24. Voucher: Check-like document which is traded by the WIC participant for food at his/her local vendor.
25. Waiting List: List of applicants waiting to be accepted in the WIC Program when vacancies occur.

II. APPLICATION/CERTIFICATION PROCESS

- | | |
|----------------------------------|---|
| Person | 1. Calls or visits WIC clinic and requests an appointment. (See V-3, definition of Initial Visit.) |
| WIC Staff | 1. Requests name, address and date of birth. |
| Person | 1. Is residentially and categorically eligible. |
| WIC Staff | 1. Schedules an appointment for person. Provides instructions to the person as to whom must be present at the appointment and what proof of residential and financial status must be supplied. |
| Applicant | 1. Arrives for appointment. |
| WIC Staff | 1. Gives applicant Financial Statement to fill in.

2. Interviews applicant to determine if currently eligible. Fills in name, residential, financial and physical data sections of WIC Certification Record Form.

3. May conduct prenatal, child health and dietary interviews.

4. Gives applicant's file to Competent Professional Authority. |
| | <p><u>NOTE:</u> Applicant may be determined to be ineligible at residential, financial, and nutritional points in the process. If the applicant is ineligible, go to page V-10, "Ineligibility."</p> |
| Competent Professional Authority | 1. Evaluates nutritional information of applicant.

2. Codes nutritional problems on Certification Record.

3. Assigns nutritional priority category, and ranking within priority category if necessary.

4. If the applicant has met the residential, financial and nutrition criteria, the applicant is eligible. If space is available, services are provided.

If space is not available, go to page V-8, "Waiting List." |
| | 5. Signs and dates the Certification Record. |
| WIC Staff | 1. Notifies applicant of eligibility, responsibilities and participant's rights (see page V-32).

2. Gives applicant "Participant's Responsibilities" form to sign. |

- | | |
|-----------|---|
| Applicant | 1. Signs "Participant's Responsibilities" and returns to WIC staff. |
| WIC Staff | 1. Retains signed copy of "Participant's Responsibilities" for file and gives one copy to applicant, now a participant. |
| | 2. Issues vouchers. |
| | 3. Assigns date for next appointment and gives appointment card to participant. |
| | 4. If new applicant (first time to receive WIC benefits by this agency) sets up file. |

End of Certification

- | | |
|-----------|---|
| WIC Staff | 1. 15-30 days before the end of a current certification period, advises participant that current period of eligibility will expire on ____ (date) ____. |
| | 2. If participant will become ineligible on that date, advises participant of upcoming ineligibility. (Go to "Ineligibility," page X-33.) |

III. TRANSFERRING PARTICIPANTS AND MIGRANTS

- | | |
|----------------------------------|---|
| Person | <ol style="list-style-type: none">1. Calls or visits WIC clinic and requests an appointment.2. Informs WIC staff is a transferring participant or a migrant. |
| WIC Staff | <ol style="list-style-type: none">1. Schedules an appointment for the applicant. |
| Applicant | <ol style="list-style-type: none">1. Arrives for the appointment.2. If available, presents current VOC Card to WIC staff. |
| WIC Staff | <ol style="list-style-type: none">1. If applicant does not have a current VOC card, contacts applicant's previous local agency to determine if applicant is currently certified.

If applicant is not currently certified, go to page V-4 "Application/Certification," and treat person as a new applicant.2. If applicant is currently certified, fills in WIC Certification Record as completely as possible.

Requests additional information from applicant's previous local agency, which may be used to update the Certification Record upon receipt.3. Instream migrant farmworkers and their family members with expired VOC cards shall be declared to satisfy the State agency's income standard; provided, however, that the income of that instream migrant farmworker family is determined at least once every 12 months. Any determination that members of an instream migrant farmworker family have met the income standard, either in the migrant's home base area before the migrant has entered the stream for a particular agricultural season, or in an instream area during the agricultural season, shall satisfy the income criteria for any subsequent certification while the migrant is instream during the 12-month period following the determination. |
| Competent Professional Authority | <ol style="list-style-type: none">1. Determines nutritional problems and codes this information on Certification Record2. If space is available, certifies transferring participant/migrant for remainder of current certification period.

If space is not available, places transferring participant/migrant on the Waiting List ahead of all waiting applicants regardless of priority category. (Go to page X-31, "Waiting List.")3. Signs and dates Certification Record Form. |

- | | |
|--------------------------------------|--|
| WIC Staff | <ol style="list-style-type: none">1. Notifies transferring participant/migrant of place in program.2. Informs them of their responsibilities and rights.3. Gives transferring participant/migrant "Participant's Responsibilities" Form to sign. |
| Transferring Participant/
Migrant | <ol style="list-style-type: none">1. Signs "Participant Responsibilities" and returns to WIC staff. |
| WIC Staff | <ol style="list-style-type: none">1. Retains signed copy of "Participant's Responsibilities" for file and gives one copy to participant.2. Issues vouchers.3. Assigns date for next appointment and gives appointment card to participant.4. Sets up file.5. At end of certification, go to "End of Certification," page X-28. |

IV. WAITING LIST

- WIC Staff
1. If there is no space available in the program, notifies applicant that they will be placed on a waiting list.
 2. Places transferring participant with current verification of certification or a migrant on the waiting list ahead of all waiting applicants regardless of the priority category of their nutritional risk.
 - A. If current certification period of a transferring participant expires while they are on the waiting list, transferring participant is then moved to a place on the waiting list according to their nutritional risk priority.
 - B. Migrant applicants retain their position on the waiting list ahead of all other waiting applicants.
 3. Places other eligible applicants on waiting list according to nutritional risk priority category.
 4. Sets up applicant's file.

WAITING LIST - SPACE AVAILABLE

- WIC Staff
1. If space in program becomes available, selects first:
 - A. Transferring participants and migrants, then
 - B. other eligible applicants, highest nutritional risks first to fill space available or until waiting list is empty.
 2. Notifies selected individuals of the opening of space in the program.
 3. Establishes appointments for them.
 4. Pulls files and gives them to Competent Professional Authority.

Competent
Professional
Authority

1. Prepares Nutrition Care Plan.
2. Writes food package prescription.
3. Certifies for appropriate time period. Signs and dates new WIC Certification Record Form.

- Applicant
1. Arrives for appointment.
- WIC Staff
1. Notifies applicant of eligibility, responsibilities and participant's rights.
 2. Gives applicant "Participant's Responsibilities" Form to sign.
- Applicant
1. Signs "Participant's Responsibilities" Form and returns to WIC staff.
- WIC Staff
1. Retains signed copy of "Participant's Responsibilities" for file and gives one copy to the applicant.
 2. Provides nutrition services according to the care plan.
 3. Issues vouchers according to the food package prescription.
 4. Assigns dates for next appointment and gives participant an appointment card.

V. INELIGIBILITY

- | | |
|------------|--|
| WIC Staff | <ol style="list-style-type: none">1. Determines applicant/participant to be ineligible for one of the following reasons:<ol style="list-style-type: none">A. Categorical ineligibility (child after 5th birthday, etc.).B. Residential ineligibility.C. Financial status.D. Nutritional status.2. Advises applicant/participant of their ineligibility with explanation. Written notice of ineligibility is provided at least 15 days in advance of the date of termination of program benefits.3. Informs applicant/participant of Fair Hearing procedure and gives them a copy of the form, "Individual Fair Hearing Procedure." (See "Fair Hearing Procedure," page VII-2.)4. Fills in and gives applicant/participant Fair Hearing Card to sign. |
| Applicant/ | <ol style="list-style-type: none">1. Signs Fair Hearing Card and returns it to WIC staff. Participant |
| WIC Staff | <ol style="list-style-type: none">1. Signs Fair Hearing Card and gives copy to applicant/participant.2. Files all pertinent documentation and original copy of Fair Hearing Card in file. |

INSTRUCTIONS

Certification Record-I Montana WIC Program

ALL ENTRIES ARE TO BE PRINTED. PLEASE PRINT CLEARLY

1. Visit Date.

Enter the day the applicant is in the clinic and applies for benefits. Enter month, then day and finally the last two numbers of the year. (Example 1/5/84.) This is the initial visit date for those applicants applying in person for the first time.

Clinic No.

This is your clinic number, and will always be the same for each clinic site. Enter the three numbers of your clinic number in the space provided. The clinic number must match the number on the drafts which will be issued to the applicant.

Family Number.

A unique family number is assigned to each family by clinic staff. This number cannot be assigned to any other family. Enter the family number in the space provided. Assign foster children their own family number. This will be the foster child's number even if the foster family changes.

Member No.

Each member of a family will be assigned a unique number that identifies them within the family. This number will be used with the family number. Enter the member number in the space provided. Begin with "1" for the first member, "2" for the second, etc.

"X" Here if Migrant.

If this applicant is a migrant, place an "X" in the box. If the applicant is not a migrant, leave the box blank.

The applicant is a migrant if an individual or part of a family whose employment is seasonal agricultural work and who have established a temporary residence due to employment.

"X" Here if First Visit.

If this is the person's first visit to your clinic, or if you are entering this person into the certification system for the first time, place an "X" in the box. Leave this box blank for any subsequent visit or update to the system.

Certification.

Mark the box which indicates which certification visit this is for the applicant. "X" the box labeled "1" if it is the initial visit, "2" if it is a second or subsequent visit, and "3" if it is a transferring participant. Once you have marked box "2" you do not need to mark a certification box again. Do not write the number in the box.

"X" Here if Record is to be Deleted.

If the record of this person is to be deleted, place an "X" in the box. If the record is to stay, leave the box blank.

2. Applicant.

Last Name.

Print only the applicant's last name on this line.

First Name.

Print the applicant's first name on this line.

Middle Name.

Print the applicant's middle name on this line. If the applicant does not have a middle name leave the space blank. If you only have a middle initial, write in the middle initial.

Birthdate.

Enter the birthday of the applicant. Enter month, then day and finally the last two numbers of the birth year.

Sex.

If the person is male, check that box. If the applicant is female, check that box.

Ethnic Code.

The ethnic group codes are:

1. - White, not of Hispanic Origin
2. - American Indian or Alaskan Native
3. - Black, not of Hispanic Origin
4. - Asians or Pacific Islanders
5. - Hispanic
6. - Other
7. - Unknown

Select the code which comes closest to the ethnic background of the applicant. Mark the box above the number that is the code for the ethnic group of the applicant. An entry must be made in one, and one only, of the Ethnic Code boxes. Place an "X" in the appropriate box. Instruct the applicant that this information is used for program reporting purposes only and does not affect eligibility.

3. Residential Eligibility

Street.

On this line, print the street address (or post office box number, etc.) of the applicant. If the applicant does not have a street or other address, leave it blank. If you need to use more than one line for the street address, you may enter the information on the form but it may not appear on your printout.

City.

On this line, print the city where the applicant lives. If the applicant does not live in a city, print the city of the mailing address. If the applicant does not live in the city of their mailing address, be sure the county of residence or reservation of residence is coded correctly.

State.

MT is filled in for you, to indicate "Montana."

Zip Code.

Fill in the last three numbers of the zip code of the applicant's mailing address.

County or Reservation Code.

From the list of county and reservation codes, select the two-digit number (01 through 63) for the county or reservation in which the applicant lives. Enter this number on the line provided. This number is not the same as the clinic number.

NOTE: Residential information must be repeated on each family member's form.

4. Financial Eligibility

Look at the current WIC Income Eligibility Table and the WIC Financial Statement filled in by the applicant. Determine the WIC income code of the applicant, using the number of family members and then the income (every two weeks, monthly or yearly), or aid received. The WIC income code will be 1 through 7. Mark the box above the income code of the applicant with an "X". Do not write the number in the box.

Example: () () () (X) () () ()
 1 2 3 4 5 6 7

The applicant's income code is 4. Remember that income code 7 is ineligible as over-income.

5. Physical Data.

In this area, information about the physical characteristics of the applicant will be entered. A date (month, day and year) must be entered in each space provided if data is entered. If a date is entered, data must also be entered. If physical data is not taken (a hematocrit on an infant for example), leave the date blank.

Length or Stature/Height.

Enter month, day, year of the length or stature/height measurement. Enter the measurement in either inches or in centimeters; you do not need to do both. Enter the recumbant length, stature or height without shoes.

Inches.

If you record the measurement in inches, enter with all fractions of an inch converted to eighths. A fraction must be used with every entry, including women. Example: 64 1/2" would be recorded as 64 2/8". 64" would be recorded as 64 0/8.

Centimeters.

Use whole numbers for centimeters. Example: 160 centimeters would be recorded as 160. 98 centimeters would be recorded as 98. Do not use a fraction of a centimeter.

Weight.

Enter month, day, year of the weight measurement. The date must be filled in even if it is the same as the date the length or stature/height was taken. Enter the weight measurement in either pounds or kilograms. Weigh with minimal clothing and without shoes. For a woman, give the weight measured on the date of her certification.

Pounds.

Enter pounds to the nearest 1/4 pound. Convert ounces to the nearest quarter pound. A fraction must be used with every entry, including women. Example: If weight is 116 3/4 pounds, the entry would be 116 3/4. 125 pounds would be 125 0/4.

Kilograms.

If weight is entered in kilograms, weight is entered to the tenth of a kilogram. Example. 22.5 kilograms would be entered 22 5/10. 33 Kilograms would 33 0/10.

Hematocrit or Hemoglobin.

Either or both items of information may be provided. For infants under 6 months old, neither item is required, but may be entered if available.

Hematocrit.

Enter the month, day and year on which the hematocrit or hemoglobin test was made. Date must be filled in. Enter the result of the hematocrit determination to the nearest percent (%) on the line provided. Example: If the hematocrit is 45%, enter 45. If it is 45.2, enter 45.

Hemoglobin.

Enter the result of a hemoglobin determination in gm/100 ml on the line provided. Record to the nearest 10th of a gram per 100 milliliters. Do not leave the tenths position blank if it is 0; enter a zero in this case. Example: Hemoglobin is 12.5 gm/100 ml, record as 12 5/10. Hemoglobin is 12 gm/100 ml., record as 12.0.

FOR CHILD:

Birth Weight.

Birth weight may be entered in pounds and ounces OR IN GRAMS. This information should be entered if available. If the parent or guardian cannot supply this information, leave it blank.

Pounds.

Enter pounds to the nearest ounce. Round ounces to the nearest whole number. Do not use a fraction of an ounce.

Grams.

Use whole numbers and record to the nearest gram. Example: Infant weighed 900 grams at birth. Record as 900. Infant weighed 2,370 grams at birth. Record as 2370.

Is Child Being Breast Fed Now?

If the child is being breast fed at the time of visit, mark the box labeled "YES." You do not need to enter any more information in this section at this time. If the child is not being breast fed, mark the box labeled "NO." Go on to the next question. When a child is no longer breastfed this information should be updated at the next certification.

Was the Child Ever Breast Fed?

If the child has never been breast fed, mark the box labeled "NO." If the child has at one time been breast fed, mark the box labeled "YES" and go on to the next question.

If "YES," How Many Weeks?

Determine the number of weeks that the child was breast fed from information given by the parent or guardian, and enter here. Convert months to weeks. The highest number of weeks that can go on the record is "98." Use "99" if the number of weeks breastfed is unknown.

FOR WOMAN:

Determine the category of a woman applicant. Mark the appropriate box, box #1 for a pregnant woman, and box #2 for a breastfeeding woman. The Montana WIC Program at this time does not serve post-partum women (box #3). One of these boxes must be marked if it is a "first visit" for a woman.

	Pregnant	Breastfeeding	PP
<u>Example:</u> For Woman:	(X)	()	()
	1	2	3

This applicant is pregnant.

6. Nutritional Eligibility

Information about the applicant's nutritional problems will be entered in this section. The Nutritional Problems Table is your reference for the codes available to use. After determining the nutritional problem(s) of the applicant select the correct four-digit code(s) from the table for the problem(s) identified. Enter the number(s) of the problem(s) in the spaces provided. There are up to nine spaces available for the codes of the nutritional problems. Leave blank those spaces that are not needed.

Priority.

Determine the nutritional risk priority of the applicant. Mark the box, 1 - 6, for the nutritional risk priority of the applicant.

Example: () (X) () () () ()
 1 2 3 4 5 6

The applicant is Priority 2. Enter only one priority, the highest one that applies to the applicant.

If you have identified a nutritional problem for which you find no code, you must call a registered dietitian at 444-4740, or write a note to the dietitian and attach it to the white copy of the certification form. A dietitian will reply to your need. Do not fail to code a nutritional problem for a client. You must contact the dietitian for any nutritional problems which have been overlooked in the Nutritional Problems Table.

7. Certification

If the applicant is certified and will be receiving benefits: Mark the box labeled "CERTIFIED ELIGIBLE ()" with an "X" and fill in the date that the certification begins; month, day, year, and the date that certification ends; month, day, year. For a pregnant woman, the end date for the purpose of this form is six weeks after her due date. In this case the end date is only your best estimate, and the applicant may be served until her actual 6 weeks post-partum date.

If the applicant is not eligible for certification:

Mark the box labeled "CERTIFIED INELIGIBLE () WRITTEN STATEMENT OF REASON ..." with an "X".

8. Waiting List

If the applicant is eligible, but must be placed on the waiting list: Mark first the box labeled "CERTIFIED ELIGIBLE." DO NOT enter a begin date or end date.

Mark the box "X" HERE () IF PLACING ON A WAITING LIST. In order to place an applicant on the waiting list, you must fill in all the eligibility information, including residential, financial and nutritional, as well as the clinic number, family number, etc.

If the applicant is on the waiting list and is to be removed: Mark the box "X" HERE () IF REMOVING FROM WAITING LIST. This box must be marked when the applicant is certified, or is removed from the Waiting List for any other reason. Then complete the certification information, indicating whether the applicant is eligible, with begin and end date, or ineligible.

9. Signature

The certifying authority must sign and date the certification form in the space provided. The certification document is not valid and may be returned to the local agency for proper signature unless signed and dated by a competent professional authority.

Error Correction

If you need to correct a certification record that has already been submitted, you will first fill in the grey area on the form which includes the date, the clinic number, family number, and member number. This will identify the record that is to be corrected. Then fill in only those boxes needing correction. For example, if the date of a hematocrit is correct, but the hematocrit is not, you need only enter the hematocrit information. You do not need to redate it.

DO NOT update measurements or addresses taken between certifications. This information is for your use only.

If you need to correct the clinic, family or member number, you must first fill in one form with the incorrect information and mark the box "X" HERE () IF RECORD IS TO BE DELETED. Then you must completely fill in a new form with all the certification information as well as the new clinic, family and member number. Remember that deleting the information will completely eliminate any data that has been stored under that number.

VISIT DATE _____

APPLICANT						
LAST NAME _____						
FIRST NAME _____						
MIDDLE NAME _____						
<input type="checkbox"/> Male <input type="checkbox"/> Female	BIRTH DATE _____					
ETHNIC CODE						
1	2	3	4	5	6	7
RESIDENTIAL ELIGIBILITY						
STREET _____						
CITY _____						
STATE	ZIP CODE		COUNTRY OR RESERVATION CODE			
MT	59					
HOME TELEPHONE NUMBER _____						
FINANCIAL ELIGIBILITY						
CATEGORY						
1	2	3	4	5	6	7
NUTRITIONAL ELIGIBILITY						
NUTRITIONAL PROBLEMS _____						

PRIORITY						
1	2	3	4	5	6	

CLINIC NO. _____
FAMILY NO. _____
MEMBER NO. _____
X HERE IF MIGRANT <input type="checkbox"/>
X HERE IF FIRST VISIT <input type="checkbox"/>
CERTIFICATION:
Initial <input type="checkbox"/> Subsequent (2-4) <input type="checkbox"/> Transferring <input type="checkbox"/>
1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>
X HERE IF RECORD IS TO BE DELETED <input type="checkbox"/>

PHYSICAL DATA	
DATE _____	LENGTH OR STATURE/HEIGHT _____ IN. OR CM.
DATE _____	WEIGHT _____ LBS. OR KG.
DATE _____	HEMATOCRIT OR HEMOGLOBIN _____ % g/100 ml
FOR CHILD:	
BIRTH WEIGHT _____ LBS. OR OZ.	GRAMS _____
IS CHILD BEING BREAST FED NOW? (IF YES, STOP HERE)	<input type="checkbox"/> YES <input type="checkbox"/> NO
WAS CHILD EVER BREAST FED?	<input type="checkbox"/> YES <input type="checkbox"/> NO (IF NO, STOP HERE)
IF YES, HOW MANY WEEKS? _____	
FOR WOMAN:	<input type="checkbox"/> Pregnant <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> Breastfeeding <input type="checkbox"/> PP

CERTIFICATION	
X ONE:	
CERTIFIED ELIGIBLE <input type="checkbox"/>	BEGIN DATE _____ END DATE _____
CERTIFIED INELIGIBLE <input type="checkbox"/>	WRITTEN STATEMENT OF REASON FOR INELIGIBILITY AND FAIR HEARING PROCEDURE MUST BE PROVIDED
WAITING LIST	
X HERE IF PLACING ON A WAITING LIST <input type="checkbox"/>	*X* HERE IF REMOVING FROM WAITING LIST <input type="checkbox"/>
SIGNATURE	

Competent Professional Authority	Title _____
DATE _____	

White copy — State Agency
Yellow copy — Local Agency client record
Pink copy — Local Agency use

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Transferring Participants

If you are entering a transferring participant who has never been assigned a family and member number in your clinic, the form must have the name, residential, financial and nutritional boxes filled in. It is also the 1st visit and box #3 for "Transferring" for you. Physical data may be updated when you receive it from the transferring clinic. If you find your first entry was inaccurate, you may also correct the certification information when you update.

VII. VERIFICATION OF CERTIFICATION CARDS

Purpose: To be used for transferring WIC participants, including migrants. VOC cards are the same as WIC certification and may be used for one certification period. VOC cards are to be accepted by local agencies as proof of certification when presented by transferring participants.

Who Completes: Local Agency Staff

State Agency Responsibilities: The State Agency will obtain VOC cards from USDA and issue them to local agencies; maintain a record of the numbers of each card received from USDA and a listing of the numbers of the cards issued to each local agency; monitor local agency records and supply of VOC cards during annual monitoring visits.

Local Agency Responsibilities:

The local agency will:

1. Maintain a log of VOC cards received and issued. When cards are received from the State Office, their numbers will be entered in a log along with the date the cards were received.
2. Issue cards to all participants who intend to transfer to a new agency, either in or out-of-state. When a card is issued to a transferring participant, the participant's name, number of the card, and the date issued are entered into the log. One card is issued for each transferring participant. Card numbers are also to be noted in the family folders.

EXAMPLE: Cards #110010 through 110110, received xx/xx/xx

<u>Number</u>	<u>Issued To</u>	<u>Date Issued</u>
110010	John Doe	9/9/79
110011	Jane Smith	10/2/79
110012	Mary Smith	10/2/78

Make sure cards are issued in sequence, just as drafts are.

3. Return any VOC cards that are voided to the State Office.
4. Notify the State Office when the inventory of VOC cards is down to approximately one month's supply.
5. If a card is reported lost by a participant transferring to your project, find out the name and address of the local agency that originally issued it and obtain the old card number from that agency and reissue a new VOC card. Record the new number, the participant's name, new date issued and the old VOC card number on the log.

WIC Program Verification of Certification		Certification No. 0034C1
Name		Date of Birth
Participant's Signature		
Local Agency		
Street Address and City		
State	Telephone No. AC	

Certification Record	
Certification Dates	Income Determination
From: To:	Date:
Nutritional Risk Reason	
Dates Food Package Issued	
Local Agency Official's Signature	
Local Agency Official's Name (Print or Type)	

VIII. PARTICIPANTS RIGHTS AND OBLIGATIONS

Local Agency Responsibilities:

1. Local agency shall notify each participant, or parent/guardian of each participant, at each certification of the following rights and obligations:

Rules for acceptance and participation in this Program are the same for everyone regardless of race, color, national origin, age, sex or handicap.

You may appeal any decision made by the local agency regarding your eligibility for the Program. The WIC staff will inform you of the procedure for a Fair Hearing. It is illegal to participate in more than one WIC Program at the same time.

The local agency will make health services and nutrition education available to you and you are encouraged to participate in these services.

These statements are contained in the WIC Certification Record. At each certification, applicant is requested to read these statements and sign in the space indicated. If the participant cannot read, the WIC Aide shall read the statements to him/her.

In addition, the WIC staff is to provide information on the types of health services available, where located, how they can enroll and why participation is important.

2. At each certification by the agency, each woman or parent/guardian of infant/child shall read and sign the Participant Responsibility Form, a copy of which is kept in the chart.

WIC PARTICIPANT'S RESPONSIBILITY FORM

Purpose: To provide written explanation of the participant's responsibilities regarding program participation. Used to notify participant of the consequences of misuse of WIC drafts.

Who Completes: WIC Aide and WIC participant sign the form.

How: At the initial visit, and each additional certification, parent or guardian reads the sheet, or if unable to read, WIC Aide reads document to the participant. Participant receives one copy to take home if desired; one copy is signed by both participant and Aide and dated. This copy is kept in the chart.

Format: The State Agency will provide a form containing the minimum information needed. Local agencies may add to or combine the form with others, provided that the minimum information is retained.

Monitoring Requirement: State Agency staff will monitor for presence of appropriate signed and dated Responsibility Form in the chart.

When: At initial and each successive visit, when transferred from one county to another and the old form is unavailable, or when a new form is developed.

SUPPLEMENTAL FOOD PROGRAM FOR WOMEN, INFANTS AND CHILDREN (WIC)
MONTANA WIC PARTICIPANT'S RESPONSIBILITY FORM

Instructions: Please read this form and sign it on the back. If you do not understand some part of it, please ask the person helping you to explain.

I will notify the clinic if I cannot attend my scheduled WIC appointment and understand that breaking appointments may cause me to be dropped from the program.

I will notify the clinic if I change my address.

I will live in the county served by the local agency where I receive WIC benefits.

I will give accurate and honest information to WIC clinic personnel and be willing to provide verification if necessary.

I will report a voucher stolen or destroyed by fire.

I will not use vouchers that were reported stolen or destroyed by fire.

I understand that I am responsible for safekeeping of my vouchers before I cash them.

I will not receive vouchers from more than one clinic.

I will cash the vouchers within 30 days of the issue date and never cash voucher more than 30 days old.

I will only purchase authorized food (or substitutions) authorized by the WIC Program.

I will buy only pasteurized, homogenized, fortified milk.

I will not pay any cash for WIC foods.

I will not take change from a WIC transaction.

I will not make changes on the WIC voucher.

I will not return WIC foods for cash or other items.

I will sign the voucher after the checker writes the price on it and present an identification to the checker if requested.

I understand that the person who signs the top line of a voucher at the clinic, must sign the bottom line of the voucher in front of the checker.

I will shop only at authorized WIC vendors.

I will ask the store manager for assistance or call the clinic if I have problems redeeming WIC vouchers.

I will not be verbally or physically abusive to any checker, vendor or agency personnel. I will report any vendor or agency misconduct to the clinic or clinic director.

I understand that I am responsible for the dollar amount written on the vouchers that are issued to me.

I understand my child and/or myself are on WIC because we have met the age, residential, financial and nutritional guidelines.

I understand my child and/or myself are "certified" eligible to receive WIC benefits for up to six months for a child under age 5 or for women up to the time the child is 6 weeks old if not breastfeeding or up until the child is 6-12 months old if breastfeeding.

I understand the certification process shall be repeated at the end of the above specified time to determine continued eligibility for the program.

I understand the local agency will make health services and nutrition education available to me and that I am encouraged to participate in these services.

FAILURE TO ABIDE BY THESE RESPONSIBILITIES AND/OR FEDERAL REGULATIONS COVERING THE WIC PROGRAM WILL NECESSITATE ACTION TO BE TAKEN BY THE WIC CLINIC. THIS ACTION MAY RESULT IN DISQUALIFICATION OR TERMINATION FROM THE PROGRAM.

YOU HAVE THE OPPORTUNITY TO APPEAL ANY DECISION MADE BY THE LOCAL AGENCY REGARDING YOUR ELIGIBILITY FOR THE PROGRAM, WITH AN AGENCY CONFERENCE OR FAIR HEARING. A HEARING FORM WILL BE SUPPLIED TO YOU UPON REQUEST FROM YOUR CLINIC OR THE STATE WIC OFFICE, COGSWELL BUILDING, HELENA, MT 59620.

The above responsibilities have been explained to me.

Signature of Participant/Parent/Guardian

Signature of Authorized WIC Staff Member

DATE

Signature of Participant/Parent/Guardian

Signature of Authorized WIC Staff Member

DATE

Signature of Participant/Parent/Guardian

Signature of Authorized WIC Staff Member

DATE

WIC IS AVAILABLE TO ALL PERSONS REGARDLESS OF RACE, COLOR, NATIONAL ORIGIN, AGE, SEX OR HANDICAP. IF YOU BELIEVE YOU HAVE BEEN DISCRIMINATED AGAINST, WRITE IMMEDIATELY TO THE SECRETARY OF AGRICULTURE OR DIRECTOR, OFFICE OF ADVOCACY AND ENTERPRISE, USDA, WASHINGTON, D.C. 20250

IX. APPOINTMENTS/SCHEDULING

Purpose: To schedule participant's or potential participant's next visit for draft issuance, nutrition education and/or eligibility determinations.

Who Completes: WIC Aide.

Procedures:

1. Schedule one appointment a month for draft issuance, approximately 30 days apart, but never more than one during a calendar month. Appointments for determination of eligibility may coincide with draft issuance, or may occur between draft issuance visits. Appointments for determination of eligibility must coincide with the first month's draft issuance if the participant is notified of eligibility at that time.
2. Keep a record of appointments in an appointment book, card file, etc. Develop a simple system whereby appointment times may be readily identified for participants that make requests for this information because they have lost their appointment cards.

Appointment cards are available for local agency use from the State Office.

When: At the end of each visit.

X. DETERMINATION OF ELIGIBILITY

Purpose: All these criteria are used to determine eligibility for WIC Program services.

The applicant must first be a member of the population WIC serves: Pregnant, postpartum, or nursing woman; child up to age five. The applicant must meet financial, residential and nutritional criteria. In addition, a pregnant woman must have confirmation of prenatal care (see Health Services Section).

Explanation of Criteria

1. Population Criteria: Women are eligible during pregnancy, up to six weeks following delivery or the termination of the pregnancy. Post partum women are eligible up to one year if they are nursing.

Infants and children up to five years old.

2. Residential Criteria: Applicants must reside in the geographic area of the local agency to which they are applying for WIC services. In the case of reservations or agencies operating programs in more than one county, these areas may overlap county lines. In the event that a participant resides in an area served by two WIC projects, they should receive WIC where they receive their health services. Exceptions can be made for hardship conditions which must be documented in the family folder. For other circumstances see the Application Section.

3. Financial Criteria: Presently it is the State's policy that all local agencies will use the Secretary of Agriculture's 185% of poverty levels, as defined in Public Law 95-627 to determine financial eligibility. No allowances are to be made for hardship conditions. New guidelines will be provided to the local agencies by the State Office annually. Current income guidelines and instructions for filling out financial information on the Questionnaire-Certification Form are found in the Application Section.

4. Nutritional Criteria: Eligibility is determined by a nutrition assessment. (See Nutrition Section for further details.)

Who Determines Eligibility: Financial, residential and population eligibility can be determined by the WIC Aide. Nutritional eligibility is to be determined by a competent professional authority.

How Certification Data is Obtained:

- A. Population Data: Use birthdate of the applicant, and pregnant woman. Expected date of delivery can be obtained from Confirmation of Prenatal Care information.

B. RESIDENTIAL ELIGIBILITY

Local Agency Responsibilities

WIC staff writes the applicant's address on the WIC Certification form. WIC staff determines whether or not the participant or potential participant lives in an approved service area by reviewing address information. The approved service area is the area that is outlined in the Agreement between the State and local agency. Usually a service area is confined to the county or reservation in which the WIC clinic is located. However, in the case of parent programs with one or more satellites, their service area will include two or more counties. If needed, the county may establish a policy on serving persons out of their service area.

RESIDENTIAL ELIGIBILITY - Adjoining Counties

If a participant resides in an area served by a local WIC project, but geographically close to a WIC clinic in an adjoining county, the participant may choose to go to the adjoining county for WIC under the following conditions:

1. The WIC clinic in the adjoining county has a slot available for the participant;
2. The participant must receive health services in the adjoining county and the adjoining county must agree to serve them;
3. The adjoining county must have vendor agreements with vendors located in the participant's county.

If a participant resides in an area that is not served by a local WIC project, but adjoins a county that does have a WIC project, the participant cannot be served in the adjoining county unless they receive health services in that county or if approved by the State WIC Office on a case-by-case basis.

Participants residing in an area not served by WIC should be encouraged to actively seek WIC in their county by contacting physicians, county commissioners, welfare departments, public health nurses, low income advocacy groups, etc.

Interstate WIC participation policy is outlined in the Administration Policy Section.

C. FINANCIAL ELIGIBILITY

Local Agency Responsibilities

Financial Information: Information is provided by the client on the Financial Statement form.

Income guidelines for the WIC Program are set by the State WIC office for all projects in the State within the eligibility

requirements mandated by USDA Regulations. These guidelines are found in the Application Section.

For verification of income all participants/applicants must show proof of income. (Please refer to Policy #85-6.)

Income check stubs or tax returns can be used for verification.

WIC staff use income guidelines below to determine whether total income listed on the Financial Statement by the participant or potential participant are within the established guidelines. Persons who mark on the Financial Statement Form that they are enrolled in specific federal programs do not need to provide additional financial information, as they are automatically eligible for WIC. Participation in federal programs that are not listed must be approved by the State Agency.

DEFINITION OF INCOME: Money earned before deductions for income taxes, employee's Social Security taxes, insurance premiums, bonds, etc., including: 1) Monetary compensation for services, including wages, salary, commission, or fees; 2) Net income from self-employed farmers and self-employed business persons (subtract operating expenses from gross receipts); 3) Social Security; 4) Dividends or interests on savings or bonds; 5) Income from estates or trusts; 6) Net rental income; 7) Public assistance or welfare payment; 8) Unemployment compensations; 9) Government civilian employee or military retirement or pensions; 10) Veterans payments; 11) Private pensions or annuities; 12) Alimony or child support payments; 13) Regular contributions from persons not living in the household; 14) Net royalties; and 15) Other cash income.

In determining eligibility, use either the family's income during the past 12 months or the family's current rate of income, whichever is the better indication of the family's need.

DEFINITION OF FAMILY: Group of related or nonrelated individuals, who are not residents of an institution or boarding house, but who are living as one economic group. Students who are temporarily away at school should be counted as members of the family.

FOSTER CHILDREN: In cases where the welfare agency is legally responsible for the child and the foster home is, in fact, an extension of the welfare agency, the foster child is considered a one member family. Welfare payments for the care of that foster child are considered income of that one member family.

In cases where the welfare agency has placed a child in a permanent home and/or subsidizes the child's adoption, the child is considered a member of that household. The family size and total income of the family determine the child's financial eligibility for WIC.

D. Nutritional Eligibility

Nutrition Data: Anthropometric (heights, weights, etc.) and biochemical data (hemoglobin/hematocrit) should be obtained if available from the participant's physician, public health nurse, Well Child Conference records, or Headstart records. If the data is not available from these sources, it can be gathered by the WIC staff. It is recommended that duplication of data collection be reduced to the greatest degree possible. For example if a child has had a hematocrit/hemoglobin test within the last month at a Headstart Program, Well Child visit, or at the physician's office, use this information for your nutrition assessment.

Local agencies shall also develop a mechanism by which anthropometric, biochemical and dietary data obtained by the WIC staff is shared with these professionals and programs.

Identified nutritional problems are used by the competent professional authority in assigning a client to a priority or rank ordering the application within a priority or from a waiting list. The codes for nutritional problems are given in the Nutrition Problems, Codes, Criteria and References, a classification document provided by the Montana Department of Health and Environmental Sciences and the Montana Dietetic Association, for use in public health nutrition services.

Instructions, methods and procedures for weighing and measuring the length/stature of infants and children are those found in "A Guide to Pediatric Weighing and Measuring," U.S. Department of Health and Human Services, Public Health Service, Nutrition Division/CPHE, Centers for Disease Control, Atlanta, GA 30333. November, 1980. Copy is available from the Montana State Department of Health and Environmental Sciences.

Scales and length/stature measurement equipment standards are those specified in Nutrition Surveillance, January-June, 1980, Centers for Disease Control, U.S. Department of Health and Human Services, U.S.H.H.S. Publication No. (CDC) 81-8295, pages 7-15.

Other guidance available and recommended by SDHES includes:

Growth Assessment of Children, Slide/cassette tape training material available on loan from the Film Library, SDHES, Helena.

Rate Your Measurement Technique, slide/cassette tape training material available on loan from the Film Library, SDHES, Helena.

Anthropometric Techniques and Their Application, Chapter 6 (page 69-92), by Gordon E. Robbins and Frederick L. Trowbridge, Nutrition Assessment, A Comprehensive Guide to Planning Intervention, by Margaret Simko, Catherine Cowell and Judith Gilbride, Aspen Systems Corporation, 1984.

XI. CERTIFICATION POLICIES

1. Summary of Certification Periods or Intervals:

- a. Pregnant women shall be certified for the duration of their pregnancy and for up to six weeks postpartum.
- b. Breastfeeding women shall be certified at intervals of approximately six months ending with the breastfeeding infant's first birthday.
- c. Infants shall be certified at intervals of approximately six months.
- d. Children shall be certified at intervals of approximately six months and ending with the end of the month in which a child reaches the fifth birthday.
- e. Migrants and Priority I pregnant women require expedited service (notice within 10 days of the date of first request for benefits of eligibility or ineligibility).

2. 30-Day Leeway in Certification Dates: A time variation of plus or minus 30 days for the certification intervals is permissible for breastfeeding women, infants and children for the following reasons only:

- a. Participants are unable to be present at the normal certification date;
- b. Local agency wishes to coordinate data collection with other programs, health professionals, etc.

The reasons for this time variation must be documented in the chart.

3. Changes Due to Birthdays: An infant becomes a child at one year of age. However, she/he may have last been certified at 7, 8, 9, 10, or 11 months of age. There is no need to certify the child again at one year of age, but the food package must be changed at that time from the infant to the child's food package.

When a child turns five, food may be issued until the end of the month of their 5th birthday.

4. Biochemical Tests: Children that did not have anemia as a risk factor at their last certification need only to have a hematocrit/hemoglobin test once a year. Those that did have anemia as a risk factor, however, must have this biochemical test information available for their next certification.

Local agencies may wish to retain the 6 month review of hematocrit/hemoglobin for every child for specific reasons. If so, they need to publish their own policy, sending a copy to the State Agency for approval.

5. Matching Certification Dates: If the nutritional priority category determination is based on data taken before the time of the entrance on the program (see Application Section), then the date must be used to calculate the certification intervals or schedule. This also holds true for financial certification. If the financial information and nutrition assessment data dates differ, then the earliest date shall be chosen to calculate the certification intervals or the financial information should be updated to coincide with the date of nutritional problem data upon which the certification is to be based.
6. Back-up Documentation for Certification: For all identified risk factors, back-up documentation must be available, either in the WIC family folder or cross-referenced to the medical folder. This includes evaluated nutrition history information, such as the 24-hour recall or Infant Nutrition Assessment, accurately plotted growth grids, biochemical test scores, and health history information for certain pregnancy risk factors or feeding problems identified in infants or children.
7. Issuance of Food to Non-Certified Participants: If a participant misses a certification appointment after the 30-day leeway, then no food drafts can be issued to that participant or for that participant until the certification process has been completed.
8. Assignment of WIC Applicants Into Priority Categories:
 - a. PRIORITY I: Pregnant Women, Breastfeeding Women, Infants
 - At nutritional risk as documented (demonstrated) by: Hematological measurements, anthropometric measurements, or documented nutritionally related medical conditions that demonstrate the person's need for supplemental food.

Code:

Pregnant Woman		Breastfeeding Woman		Infant		
0910		0910		1111	1211	1911
	2111		2811	1113	1213	3210
0935	↓	0935	2813	1121	1266	3211
1115	7800	1115	2815	1123	1300	3220
1125		1125	2816	1150	1400	↓
1165		1165	3100	1162	1710	7800
1169		1169	↓	1166	1712	
1215		1215	7999	1168	1910	
<u>Exclude</u>		<u>Exclude</u>		<u>Exclude</u>		
4110	4680	4110	4680	5400		
4111	4682	4111	4682	5500		
4160	4684	4160	4684			
4670	4686	4670	4686			
	7230		7230			

b. PRIORITY II: Infants up to 6 months of age (except those in Priority I)

- Mother was on WIC during pregnancy; or
- Mother was not on WIC during pregnancy, but her medical records document that she was at nutritional risk due to nutritional conditions detectable by biochemical, anthropometric measurements or other documented nutritionally related medical conditions which demonstrate the person's need for supplemental foods.
- At nutritional risk as documented (demonstrated) by: Hematological measurements, anthropometric measurements, or documented nutritionally related medical conditions that demonstrate the person's need for supplemental food.

Infants up to 6 months of age:

Code: 9100 Exclude infants in Priority I.

Mom was on WIC during pregnancy,

or

Mom was not on WIC but was eligible and medical records show she was at nutritional risk.

c. PRIORITY III:

- Children at nutritional risk as documented by hematological measurements or anthropometric measurements, or other documented medical conditions which demonstrate the child's need for supplemental foods.
- High risk post-partum women.

Code:

Children			Very High Risk Post-Partum Women		
1111	1211	1910	2127	2413	2416
1113	1213	1911	2412	2415	2816
1121	1266	3120			
1123	1400	3211			
1150	1710	3220			
1162	1712	↓			
1166		7800			
1168					
<u>Exclude</u>			<u>Exclude</u>		
3442			All other codes		
5400					
5500					

d. PRIORITY IV:

-- Pregnant women, breastfeeding women and infants at nutritional risk because of an inadequate dietary pattern.

Code:

Pregnant Woman		Breastfeeding Woman		Infants	
0110	0940	0110	0940	0110	0810
↓		↓		↓	↓
0580	0950	0580	0950	0850	0840
					0850
<u>Exclude</u>		<u>Exclude</u>		<u>Exclude</u>	
0310		0310		0311	
0320		0320		0321	
0322		0322		0323	
0325		0325		0326	
0400		0400			

e. PRIORITY V:

-- Children at nutritional risk because of inadequate dietary pattern.

Code:

Children			High Risk Post-Partum Women			
0100	0682	0830	0910	2111	2400	2811
↓	0782	0850		2112	2410	2813
0580	0810	0860	0935	2113	2412	2815
			1115	2200	2414	2816
<u>Exclude</u>			1125	2300		3100
			1165			↓
0311	0326		1169			7999
0321	0400		1215			
0323						
			<u>Exclude</u>			
			4110	4670	4684	
			4111	4680	4686	
			4160	4682		

f. PRIORITY VI:

In the event that additional funding is made available to the Montana WIC Program with which to serve post partum women at nutritional risk, as Priority VI, the codes would be:

Code:

Post-Partum Women at Nutritional Risk	
0110	
↓	
0580	
<u>Exclude</u>	
0310	0325
0320	0400
0322	

- g. PRIORITY VII: The Montana WIC Program chooses to not serve previously certified participants who might regress in nutritional status without continued provision of supplemental foods.

5. Matching Certification Dates: If the nutritional priority category determination is based on data taken before the time of the entrance on the program (see Application Section), then the date must be used to calculate the certification intervals or schedule. This also holds true for financial certification. If the financial information and nutrition assessment data dates differ, then the earliest date shall be chosen to calculate the certification intervals or the financial information should be updated to coincide with the date of nutritional problem data upon which the certification is to be based.
6. Back-up Documentation for Certification: For all identified risk factors, back-up documentation must be available, either in the WIC family folder or cross-referenced to the medical folder. This includes evaluated nutrition history information, such as the 24-hour recall or Infant Nutrition Assessment, accurately plotted growth grids, biochemical test scores, and health history information for certain pregnancy risk factors or feeding problems identified in infants or children.
7. Issuance of Food to Non-Certified Participants: If a participant misses a certification appointment after the 30-day leeway, then no food drafts can be issued to that participant or for that participant until the certification process has been completed.

VI. CASELOAD MANAGEMENT

Priority System for Nutritional Risk Criteria

Reference from 7 CFR 246.7 Certification. Federal Register, Volume 44, No. 146, July 17, 1979.

The following priorities shall be applied by the competent professional authority when vacancies occur after a local agency has reached its maximum participation level, in order to assure that those persons at greatest nutritional risk receive Program benefits. State agencies may set income priority levels within these six priority levels:

Priority I: Pregnant women, breastfeeding women and infants at nutritional risk as demonstrated by hematological or anthropometric measurements, or other documented nutritionally related medical conditions which demonstrate the person's need for supplemental foods.

Priority II: Except those infants who qualify for Priority I, infants (up to 6 months of age) of WIC participants who participated during pregnancy, and infants (up to 6 months of age) born of women who were not WIC participants during pregnancy but whose medical records document that they were at nutritional risk during pregnancy due to nutritional conditions detectable by biochemical or anthropometric measurements or other documented nutritionally related medical conditions which demonstrated the person's need for supplemental foods.

Priority III: Children at nutritional risk as demonstrated by hematological or anthropometric measurements or other documented medical conditions which demonstrate the child's need for supplemental foods.

Priority IV: Pregnant women, breastfeeding women, and infants at nutritional risk because of an inadequate dietary pattern.

Priority V: Children at nutritional risk because of an inadequate dietary pattern.

Priority VI: Postpartum women at nutritional risk.

B. Waiting Lists

If and when your caseload reaches the set maximum limit, you will need to begin a waiting list. This instruction establishes guidance concerning the use of waiting lists for program applicants.

Waiting lists should provide a pool of viable applicants in order to select the highest priority persons for participation when slots become available. Section 246.7 (f)(1) of WIC regulations requires that local agencies must keep lists of interested persons who visit the program when there are no funds available to provide benefits. The waiting list must include the name of the applicant, the date placed on the waiting list, address or telephone number, and status. Individuals must be notified of their placement on a waiting list within 20 days of their initial visit to the clinic.

It is not necessary to maintain a waiting list of all persons who inquire about the program. The list is a tool to ensure the placement of the highest priority persons into the program when slots become available. If the local agency has strong caseload management and knows that certain low priority individuals will never be served, it is unnecessary to place them on a waiting list. For example, if a local agency has reached maximum caseload and has a sufficient number of Priority I and II applicants on its waiting list to fill any likely vacancies, it is not necessary to place Priority V children on the waiting list.

On the other hand, the waiting list must not be so restricted that persons who might reasonably be expected to be enrolled later are not enrolled. Fair hearings from an aggrieved applicant could result. Similarly, if an applicant insists on being placed on the waiting list, they must be processed. In any case, WIC staff should always explain why placement on a waiting list is necessary and what it means in terms of realistic possibilities of receiving benefits.

In order to place the applicant into the WIC Certification System, Waiting List, the applicant must be completely screened and a determination of eligibility/ineligibility made (see Application/Certification Section, p. V- 5). Only those applicants actually certified eligible (meet categorical, residential, financial and nutritional criteria) can be placed on the system waiting list. As local agencies will probably not be able to complete the entire certification process for all who apply, selective screening must take place prior to placement on the system waiting list. For example, as given above, agencies with few openings and Priority I and II individuals waiting to fill them, would not complete the process for Priority V children. Using good caseload management, some determination of an individual's chance to get on the program should be made before completing the screening process.

In those instances where the waiting list is comprised entirely of low priority individuals (i.e., all Priority V children), then a pool of certified eligible applicants should be established based on alternative criteria, such as greatest need within that priority (i.e., known nutritional consideration, or on a first come, first served basis among applicants whose nutritional status is closely similar). In this case, local agencies may establish their own procedures to determine which and how many applicants should be screened. It should be kept in mind that some applicants may come from referrals with nutritional and income data already available, while others arrive with no referral data. There should be procedures to assure that those with no prior referral data can be screened, as appropriate. Those applicants should be provided an equal opportunity to be placed into the pool of candidates to be considered for enrollment.

A final issue is how long waiting lists should be retained. We believe the lists should be retained for a sufficient length of time to allow the State Agency to adequately review certification procedures during monitoring visits.

The primary purpose of waiting lists is to maintain a pool of interested applicants from which highest priority people can be selected to actually participate when caseload slots become available. An important element of the system is to give benefits to those who are in greatest need. But, the procedures for waiting lists and screening should also be consonant with efficient and effective management practices and should not become a futile exercise in paperwork. The issue of waiting lists is closely involved in the overall issue of effective caseload management. We encourage you to work with our agency health officials to establish procedures which direct benefits to highest priority participants in a workable manner.

XIII. CHART INFORMATION

- A. The following information needs to be included in a WIC Chart or in a combined medical record available to the WIC staff:
 - 1. WIC Certification Record and Financial Statement documenting financial, residential and nutritional eligibility;
 - 2. Participant's Responsibility Sheet;
 - 3. Plotted Growth Grids or Weight Gain Grids;
 - 4. Medical history information for identified risk factors or for nutrition assessment;
 - 5. Hematocrit or hemoglobin data;
 - 6. 24-Hour Recall and/or dietary record and/or nutrition history information;
 - 7. Nutrition Care Plan -- Family or individual;
 - 8. Documentation of referrals. Include name of the provider the client has been referred to and the reason for the referral;
 - 9. Documentation of follow-up to referral for nutrition-related medical problems as needs and plans change;
 - 10. Signed and completed Ineligibility/Fair Hearing Card if dropped from the program;
 - 11. Copies of WIC drafts for the certification period preceding the current one, and for the current certification period;
 - 12. Progress Notes.
- B. The following forms need to be reviewed and updated at each certification (or more often if necessary):
 - 1. WIC Certification Record (i.e., family member data if it changes);
 - 2. Financial Statement, if there is a change;
 - 3. Participant's Responsibility Form;
 - 4. Growth or weight gain grids;
 - 5. 24-Hour Recall or nutrition history information;
 - 6. Nutrition Care Plan;

7. Referrals and follow-up to identified nutrition-related medical problems;
8. Progress Notes.

XIV. HEALTH SERVICES

The following services, by client category, must be made available by every local agency. Local agencies do not have to provide these services directly, but must document that they are provided in the WIC family folder or by cross-reference to medical records.

I. Pregnant and Postpartum Women

- A. Prenatal and postpartum care provided by a physician: Local agencies must verify that a pregnant woman is receiving continuous prenatal care by requesting a completed Prenatal Care Form before WIC food drafts are issued to the client. A copy of the form must be kept in the family folder.
- B. Perinatal Classes: Local agency must document that client has been referred to a prenatal class. Suggested content of these classes is described in the Perinatal Manual available from the Montana Department of Health and Environmental Sciences, and must be conducted by a person approved by the Nurse Consultant of the State Agency. Lamaze classes are acceptable.
- C. Referral: Competent Professional Authority will refer client to public health nurse or physician for follow-up on newly found medical problems or other abnormal health status or health habits requiring the attention of other agency or professional.

II. Infants and Children

A. Well Child Conferences

Well child conferences consist of public preventive health care provided by a physician, nurse practitioner or other approved health professional; or well child care provided by a private physician. The requirements and standards for well child care are those required by the Montana Department of Health and Environmental Sciences, and available from the Bureau of Nursing, Montana Department of Health and Environmental Sciences, or a Nurse Consultant employed by the State Agency.

B. Coordination of Data Collection

WIC staff shall not perform anthropometric or biochemical tests if recent information is available from physician, public health nurse Head Start evaluation, EPSDT evaluation, well child visit, etc. The WIC Regulations allow a one month (30 day) leeway in certification. This can be used to coordinate data collection with other agencies and professionals in the community.

C. Coordination of WIC and Other Health Services

Whenever possible, for example, WIC and well child conferences should be combined. The child can be examined by the physician or nurse practitioner, receive a nutrition assessment by the dietitian, and receive food drafts from the WIC aide.

Maternal health data/history, infant and child health history/data, nutrition assessments, family planning and health education data should be combined into one medical record whenever feasible. This enables continuity of health care of all programs offered by the agency which the client participates in.

FOOD DRAFTS RECORDS AND REPORTS

Forms and Instructions

1. Authorized Signature Form
2. Identification Card
3. WIC Draft Receipt Form
4. Monthly Draft Receipt Form
5. WIC Draft Voucher (See Application/Certification Section)
6. Draft Log Form
7. Stop Payment Request
8. Draft Exception List
9. Draft Deletion Procedures
10. Review of Food Instruments
11. Records Management

1. AUTHORIZED SIGNATURE FORM

SUPPLEMENTAL FOOD PROGRAM FOR WOMEN, INFANTS AND CHILDREN (WIC) MONTANA REQUEST FOR AUTHORIZED SIGNATURE CARD

WIC PROGRAM: _____
DATE OF REQUEST: _____

	<u>TYPED SIGNATURE</u>	<u>WRITTEN SIGNATURE</u>
1. Name	_____	_____
Title	_____	
2. Name	_____	_____
Title	_____	
3. Name	_____	_____
Title	_____	

Any WIC employee issuing WIC vouchers must have an authorized signature card. Inform the state office of any changes in WIC personnel.

Send this form to:

State WIC Office
Health Services Division
Montana Department of Health and
Environmental Sciences
Cogswell Building
Helena, MT 59620

At the onset of a program, and anytime thereafter when there is an addition of an authorized staff person authorized to sign WIC drafts, send this form to the State Office, keeping a copy for your files. DO NOT re-list those persons already authorized when sending in additional names.

When a staff person resigns, or is otherwise no longer authorized to sign WIC drafts, notify the State Agency of the deletion of the staff person from the authorized signature list.

2. IDENTIFICATION CARD

STATE OF MONTANA
DEPARTMENT OF HEALTH & ENVIRONMENTAL SCIENCES
WIC PROGRAM

This is to certify that Jane Doe

whose signature appears hereon is employed as a staff member of the Montana WIC Program through the local health agency and is hereby authorized to perform any and all duties delegated to such employees under the laws and contracts of the State of Montana.

David L. Thompson
Coordinator, State WIC Program
Dated at Helena, Montana, June 6, 1986

This identification becomes void one year from date of issue or at termination of employment by the WIC Program—at which time it must be surrendered.

Card No. 999

Signature of Employee

The State Office will issue numbered identification cards to local agencies upon receipt of the above form. These cards are to be returned to the State Office immediately when an employee resigns or is no longer authorized to sign WIC drafts. (The card expires one year after issuance.)

Identification of registered dietitian is by their registration number assigned at the time of passage of the Registration Examination. The Montana State Department of Health and Environmental Sciences obtains this information on a periodic basis from the American Dietetic Association, and on a case basis upon request.

3. WIC DRAFT RECEIPT

WIC DRAFT RECEIPT

I certify that on _____, I received and physically inspected the following WIC vouchers numbered _____ through _____. The following draft numbers are missing: _____

I would like to make the following comments about this shipment of vouchers: _____

Signature _____
Title _____
WIC Program _____
Date _____

Return this form to: State WIC Program
Health Services Division
Cogswell Building
Helena, MT 59620

The WIC Draft Receipt Form is to be filled out every time an agency receives drafts from the State Office, and the completed form should be sent to the State Office no later than 5 days after receipt of the drafts.

Upon receipt of drafts, WIC aide will count packages received, multiply by number of drafts in package and spot check packages (particularly the last package, which may not be full) for accuracy in numbers listed on packages by printers. This is important, as printer errors have resulted in issuing drafts out of sequence in the past.

Record numbers on the Draft Inventory Report.

NOTE: KEEP ALL UNISSUED DRAFTS IN A LOCKED VAULT, FILING CABINET OR DRAWER. ONLY AUTHORIZED PERSONNEL MAY SIGN WIC DRAFTS.

4. MONTHLY BLANK SIGHT DRAFT INVENTORY REPORT

STATE OF MONTANA DEPARTMENT OF HEALTH - WIC PROGRAM		MONTH _____
MONTHLY BLANK SIGHT DRAFT INVENTORY REPORT		CLINIC NO. _____
<p>A. Sight Drafts on hand at beginning of month. No. _____ Thru _____ *1 Quantity _____</p> <p>B. Sight Drafts received during month. No. _____ Thru _____ *1 Quantity _____</p> <p>C. Sight Drafts available during month. (A + B) Quantity _____</p> <p>D. Sight Drafts issued or voided during the month. No. _____ Thru _____ *1 Quantity _____</p> <p>For A, B, & D, Subtract numbers, add 1 and record in quantity space.</p> <p>E. Balance of Sight Drafts on hand at end of month. (C - D) No. _____ Thru _____ *1 Quantity _____</p> <p>As a cross check, subtract D from C and you should get E.</p> <p>I certify that I have physically inspected the blank sight drafts on hand as of the last working day of the month of _____ and that the sight draft numbers indicated above and the total number of sight drafts on hand are correct.</p> <p>_____ (Signature)</p> <p>_____ (Date)</p>		

a. Instructions

1. The Monthly Blank Sight Draft Inventory Report is completed for each month by the 10th working day of the following month. The original is mailed to the State Office, and a copy is retained in your files. If you have more than one batch of drafts, report each batch on a separate form.
2. Fill in month and clinic number in upper right hand corner.
3. For Parts A, B, and D subtract first number from second number, add 1 and record answer after "Quantity."
4. As a cross-check for E, subtract D from C. The answer should match the number following "Quantity" in E.

Don't forget to add "1" where indicated on the form.

5. Inventory Control

- a. One staff person in each clinic must be designated as "inventory control person" whose responsibility it is to:
 1. Complete the Monthly Sight Draft Inventory Report
 2. Assure the safe keeping of the blank drafts
 3. Issue drafts and log sheets to other WIC staff, where appropriate (see below)
 4. Make sure log sheets are accurately completed and mailed to the State Agency on a daily basis.
 5. Make sure all drafts are accounted for by issuing drafts for use in sequence.
- b. All unissued drafts must be kept in a locked vault, filing cabinet or drawer at all times. When in use by authorized staff, small amounts (no more than the anticipated day's usage) may be maintained at the aide's desk.
- c. The procedure for the issuing of drafts for use is:
 1. In clinics with more than one person issuing drafts during the day, the inventory control person will issue drafts to authorized staff in a batch of 30 drafts. To each batch of 30 drafts issued, the inventory person will also clip a log sheet with the number of the first draft in the batch appropriately filled in. Ordinarily only one batch of 30 drafts will be issued to staff at a time. In a large clinic where aides might issue more than 30 drafts in a day, two batches may be issued at a time. When the inventory control person issues a batch of drafts to a staff person, the inventory control person will fill in a written draft log that will include the date, time the drafts are issued, to whom, and draft numbers assigned.
 2. The aide will take the batch of drafts and log sheet and place the drafts in a drawer or some other place in their work area. After a set of drafts have been issued to a family, and before the next appointment, the aide will fill in the log sheet with the necessary information. Drafts will be listed on the accompanying log sheet as they are issued. If there are not enough drafts and spaces left on the log sheet to take care of the number of drafts that will be issued to the next family, the aide should return to the inventory control person and obtain another batch before the client is served. When a log sheet has been completely filled in and all 30 drafts accounted for, the aide will return the log sheet to the inventory control person, and if necessary pick up another batch of 30 drafts at that time.
 3. The inventory control person will note the time the log sheet was returned on the draft log. The inventory control person will

make sure that the log sheet has been completely filled in (see instructions on page VI-11) and all 30 drafts are accounted for before issuing another batch of drafts.

4. If at the end of the day not all of a batch of drafts has been issued, the aide will clip the unused drafts to the log sheet and return them to the inventory control person. The inventory control person will note the numbers of the drafts returned and the time returned, on the draft log and properly store them. If it is not the end of the week, or the end of the month, the unused drafts and log sheets from the day should be reissued and used first the following day. An aide may thus be issued a partial batch and a full batch of 30 drafts in the morning. When the log sheet from the day before is completed, it is taken to the inventory control person.
5. On the last working day of the month, or at the end of the week, all log sheets only partially filled in will be sent to the State office along with the rest of the day's log sheets. The partial batch of drafts that is left will be reissued the next working day with a new log sheet containing the beginning number. The inventory control person will have a line drawn through the unneeded lines on the log sheet so that the number of lines available matches the number of drafts in the partial batch. When the batch is used and the log sheet filled in, the aide will take the log sheet back to the inventory control person as noted above.
6. At the end of each working day, the day's log sheets will be verified and sent by the inventory control person to the State Office. The verification will include making sure all drafts issued for the day are accounted for and all information on the log sheets has been completed, before placing log sheets together in an envelope and mailing.
7. Because drafts will only be in sequence within a log sheet, the inventory control person will have to be careful to assure that drafts are issued in order and all are accounted for. Drafts should be issued for use as close to in-sequence as possible. At the end of the month the inventory control person in larger clinics should try to issue only enough drafts to last to the end of the day so that there are if possible no partial batches left at the end of the month. If there are, the Monthly Sight Draft Inventory Report will be more complicated to fill in.

6. WIC VOUCHER

WIC		DIRECTOR		TO	
FOOD	QUANTITY	COST			
FORMULA, Iron Fortified					
LA POWDERED					
PL DE CONC					
MILK, fluid					
MILK, dry powdered					
CHEESE					
EGGS, Large "AA"					
INFANT CEREAL					
CEREAL, 1st meal					
2nd meal					
JUICE, 4 FL. OZ.					
17 FL. OZ. FROM CONC					
DRIED BEANS OR PEAS					
PEANUT BUTTER					
		ESTIMATED PURCHASE PRICE	\$		

551-00193
CCT 25 1974

PAY TO THE ORDER OF

PAY EXACTLY

\$ \$40.00 MAXIMUM

VENDOR MUST DEPOSIT WITHIN 30 DAYS FROM DATE OF ISSU

VOID

WIC CUSTOMER SIGNATURE

55100193 4092000296 025 128

INSTRUCTIONS FOR COMPLETING THE WIC DRAFT/VOUCHER

Purpose: To ensure that WIC drafts are uniformly and correctly filled in by the local agency and vendors.

Local Agency Responsibilities:

Local agency personnel who are authorized to sign WIC drafts complete the necessary portions of the draft in ink as follows:

1. On the first set of drafts issued to a family for the month, indicate the numbers of women, infants and children for whom the drafts are issued.

EXAMPLE: 1 Woman Infant 2 child

2. Complete the food and quantity list on each draft for the family under the guidance of the nutrition personnel of the local agency and in accordance with nutrition and food package policies of U.S.D.A. and the State Office. Where applicable, participant will state preference for brand of cereal, juice, etc., and this will be entered on the draft. Food will be listed on drafts in accordance with instructions in the Food Package Section. Cross out the cost line for any foods not authorized for the participant(s).
3. Complete the estimated cost for each food authorized on the draft. Estimated cost is to be obtained from Grocer's Price Lists, updated quarterly or monthly if necessary. Total each estimated cost and enter it as the "Estimated Purchase Price."

4. Enter today's date as the date of issue ("Good From") and the date 30 days from today's date ("To"). Example: GOOD FROM July 6, 198_ TO August 6, 198_.
5. Enter the vendor's name in the "Pay To the Order Of" box. The participant should be given the opportunity to designate the vendor.
6. The authorized WIC staff person signs the draft where indicated, and obtains the participant's signature as indicated on the draft. The participant should sign the draft in the presence of the WIC Aide, unless the draft has been mailed. See procedures for mailing of drafts, page X-69 (below).
7. The participant is given the original draft(s) after completion and signing. The WIC staff fill in log sheets, file the yellow copy in the participant's file, and send the log sheet daily to the state office.

Vendor's Responsibilities:

1. Vendor's staff totals the WIC foods listed on the drafts, checking substitutions, etc. (see Section on Vendors). The actual purchase price of the foods is then written in by the clerk in the "Pay Exactly" box. If the actual purchase price exceeds the maximum value printed on the draft or is more than 10% above the Estimated Price, the vendor cannot accept the draft and must advise the WIC participant of the vendor's options outlined in the procedures for Computerized Exception List (10% over Estimate List) on page 2(k) of Vendor Agreement.
2. If the draft is correctly completed at the local agency the vendor has the participant counter-sign the draft on the line for "WIC Customer Countersignature." If the participant or parent/guardian is unable to come to the store, he/she must counter-sign the draft and send a signed note with his/her designee granting permission for that party to cash the draft.
3. The vendor has 60 days from the date of issue of the draft to deposit the draft. (Refer to date listed on draft "Good From ____".)

MAILING WIC DRAFTS

Purpose: To provide guidelines for the mailing of WIC drafts to participants when circumstances do not allow them to pick them up at the local agency.

When: WIC drafts may be mailed to individual participants for the following reasons: Inclement weather, illness, imminent childbirth, inability to get to the project during its hours of operation, extreme distances to travel, other reasons as determined valid by the WIC Project Director or the WIC designee, and approved by the State Office (see No. 5 below).

How: Drafts may be mailed to participants only under the following conditions:

1. Only enough drafts should be mailed to cover the period until the participant can again come into the project.
2. Drafts are mailed certified or registered mail if possible.
3. Mailing is discontinued when hardship is resolved. Mailing of drafts should never occur for more than three months in a row, as the participant must return to the clinic after that time to receive health and nutrition education services.
4. Reasons for mailing the drafts must be documented in the participant's file for each relevant month. Also, the appropriate draft numbers must be identified on the daily log sheet by an asterisk (*) and a notation of why these drafts were mailed.
5. Approval must be sought from the State Office for reasons other than those listed above.
6. Should a local agency desire to mail drafts on an agency-wide basis, prior approval must be sought from the State Office. For example, a small county open only 4 days a month would need to mail drafts if there were blizzards during those 4 days and they could not reschedule participants within that month.

7. SIGHT DRAFTS ISSUED LOG

[illegible]

1992

Signature of Local WIC Official

DATE:

Page 16 of 17

a. General

1. All drafts issued must be recorded on log sheets as they are issued.
2. Write or print so it is easy for another person to read.

3. Each log sheet must be totaled separately. Do not carry sub-totals from one sheet to the next.
 4. Do not staple log sheets together. Do not staple anything except adding machine tapes to log sheets. Log sheets may be folded together for mailing.
 5. All log sheets must be filled out in duplicate.
 6. Submit the log sheet(s) daily to the State WIC Office, sending the original to Helena and filing the duplicate in your office.
 7. Log sheets must be completed at the time the drafts are written (issued to a client).
- b. Instructions (the numbered items below refer to the numbers indicated on the log sheet pictured above)
1. Enter the month, day and year for which the log sheet is being prepared.

Example: 0/7 2/1 8/9
 Month Day Year
 2. Clinic Name: Enter name of agency (Yellowstone County, Flathead Reservation, etc.).
 3. Clinic Number: Enter the three-digit number issued to your clinic (601, 321, etc.).
 4. Number of Drafts: Record the total number of drafts on the page (30, 22, etc.).
 5. Draft Number: Enter all draft numbers here, including those that are voided.

Draft numbers shall be entered in consecutive order, always in sequence, starting with the smallest number.

The first entry on the log sheet must be the complete draft number. Thereafter, only the last 2 digits of each draft number is necessary, unless there is a change in any of the first 3 digits. Then the entire draft number must be entered.

Always use the complete 5-digit draft number for the last entry on the page.

Use a bracket and arrow in the empty spaces to indicate to the key punchers that the first 3 characters of the last complete number are to be repeated until there is a change.

EXAMPLE:

STATE OF MONTANA DEPARTMENT OF HEALTH & ENVIRONMENTAL SCIENCES HELENA, MONTANA 59620				<table border="1"> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>MONTH</td> <td>DAY</td> <td>YEAR</td> </tr> </table>						MONTH	DAY	YEAR	SIGHT DRAFTS ISSUED LOG Supplemental Food Program for Women, Infants and Children (WIC)		
MONTH	DAY	YEAR													
CLINIC NAME: _____				Number of drafts on this page _____											
Clinic Number: _____															
DRAFT NUMBER	VENDOR CODE	DRAFT AMOUNT Dollars Cents		VOID	FAMILY NUMBER	MEMBER	ISSUED TO: NAME								
4,329.5															
9.6															
9.7															
9.8															
9.9															
4,330.0															
0.1															
0.2															
0.3															
0.4															
4,330.5															

6. Vendor Code: Make entries in this column in the months of January, April, July and October.
 - i. Always begin the data entry with the first full clinic day of operation in the time period designated.
 - ii. Enter the assigned vendor code for each draft. Don't use arrows, ditto marks or other short cuts.
 - iii. End the data entry with the last full clinic day of operation in the time period designated.
7. Enter the estimated purchase price of the draft.
8. Void: Indicate a voided draft with a large red "V".
9. Family Number: Enter the assigned Family Number for each draft. Zeros need not be entered in spaces before family numbers.

10. Member: Enter the assigned member number for each draft. Do not enter zeros before member numbers. Enter only one member number per space.
- i. If there are more drafts than family members, repeat any member's number. Member number spaces must be filled in for all drafts issued. Do not list a number for a family member who did not receive a food package, for example, a breastfed infant.
 - ii. Issue enough drafts so that each member of a family receiving a food package can be listed in a member space. For example, if there are four family members receiving a food package, issue at least four drafts for the family.
11. Name: Enter client's name.
- Consecutive numbers issued to the same person may be indicated by a ditto mark in the "issued to: NAME" column.
- If a draft has been voided, write in the word "VOID" in red. If a client's name has already been entered, write the word "VOID" over it in red.
12. Total Amount: Total the dollar amounts of the recorded drafts. Submit two adding machine tapes for each log sheet (one for the total of amounts from yellow draft copies and one for the total of amounts on the log sheet). Staple both tapes to the top right hand corner of the log sheet.
13. Comments: Use this space for comments about drafts on this log sheet, especially for explaining voided drafts.
14. Signature: The signature of the person completing the log sheet must be entered here. This should be the aide who issued the drafts listed.
15. Date: The date the log sheet was completed must be entered here.
- 16,17. Enter the total number of log sheets submitted each day.
- Example: Page 1 of 21.

8. STOP PAYMENT REQUEST

STOP PAYMENT REQUEST			
Section A & B to be completed by local agency.			
PROJECT NO.		PROJECT NAME	PHONE NO.
			COMPLETED BY
REQUEST PAYMENT BE STOPPED ON THE WIC DRAFT DESCRIBED BELOW			
DRAFT NUMBER	DATE OF DRAFT		AMOUNT
PAYEE			
DATE REQUEST RECEIVED	REASON FOR STOP PAYMENT		
SECTION B			
DRAFT REISSUED:	DATE REISSUED:		
YES: _____	_____		
NO: _____	DRAFT NO: _____	AMOUNT: _____	
SECTION C			
To be completed by State Agency			
STOP PAYMENT LOG NO: _____		DATE LOGGED: _____	
ORIGINAL PAID: YES _____	NO _____	DATE PAID: _____	AMOUNT: _____
REISSUED PAID: YES _____	NO: _____	DATE PAID: _____	AMOUNT: _____
COMPLETED BY: _____		DATE: _____	
(State Agency Personnel)			

When Used

- When client or vendor reports an issued draft stolen or destroyed by fire.
NO OTHER REASONS ARE ALLOWED.

Instructions

The Stop Payment Request Form is filled out in duplicate, sending the original to the State Agency on the same day. Information is recorded in the client's folder, and a copy is filed in the local agency "Stop Payment" file.

Follow-Up

The local agency will be notified by the State Office if the stop-payment draft has been cashed. If the client has cashed the draft, he/she will be notified, as described in Section VII, page 4, and information documented in the family folder. Sanctions will be applied as described in Section VII, page 4 of this Manual.

Re-Issuance of Stop-Payment Drafts

Drafts shall not be reissued routinely. If a draft is destroyed by fire or stolen, a once-only re-issue is appropriate.

Drafts should only be re-issued if the participant is not due to be issued drafts for the next month, e.g., if the participant reports four weeks of drafts lost and has only two weeks until the next appointment, only two weeks worth of food drafts should be re-issued.

9. DRAFT EXCEPTION LIST

SUPPLEMENTAL FOOD PROGRAM FOR WOMEN, INFANTS AND CHILDREN (WIC)

Montana Draft Exception List for Month of

Clinic Code _____

Clinic Name _____

Date Rec'd _____

[illegible]

The State Office will send a computerized exception list printout to local agencies, listing drafts from each project which exceed the 10% estimate list. Local agency staff will then fill out the above form, listing each draft on the computer list.

PROCEDURES

I. Local Agency Responsibilities:

- A. Explain the disposition of each voucher listed on the printout received from the State Agency, using the draft exception list (DEL) form provided by the State Agency.
- B. Send a copy of the DEL to the State Agency each month.
- C. At the end of every quarter, determine which vouchers are store errors. List all errors for each Vendor on a separate "voucher collection memo" and send the white and yellow copies to the State Agency. (List all of the store-error vouchers even if the total dollar amount is not \$10.00.)

- D. Maintain records of draft exception activities for use in vendor relations and communications. (Your yellow draft copies must be kept until all exceptions/collections are resolved.)

II. State Agency Responsibilities:

- A. Send a list of draft exceptions to the local agencies on a weekly basis.
- B. Drafts determined to be collected will be pulled by the State Agency and copies made. (These are store-generated errors of 10% or more above the estimated cost of the foods.)
- C. If the total is sufficient to collect (\$10 total, or more than \$3 on one draft), the State Agency will forward the information along with a copy of the draft to the Fiscal Services Bureau, DHES, for collection.
- D. One copy of the draft will also be retained by the State Agency and can be sent to the local agency upon request.

10. DELETION PROCEDURES

The State Agency will send a computerized deletion list of all drafts outstanding 60 days or more. Local agency will enter name of client to the right of draft number on deletion list, and note in client's file progress notes.

If client is not cashing all the drafts because of surplus of certain foods, a reduction of the food package should be considered for that client.

11. REVIEW OF FOOD INSTRUMENTS

The State Agency has implemented the following procedures to detect errors in cashing WIC vouchers:

1. The office clerk at the State Agency manually reviews a one day sampling of vouchers each week for altered prices, dates, missing signatures and altered vendor names. A quick follow-up is initiated with local agencies to resolve any problems.
2. The Core Accounting System automatically notifies our accounting technician when vouchers are cashed outside the valid redemption dates. All vouchers cashed outside the date parameters are listed as unmatched claims on weekly printouts. Appropriate action is implemented with local agencies to resolve discrepancies.
3. If a voucher is lacking purchase price information or vendor identification, the banking system will not accept the voucher. Banks will return incomplete vouchers to vendors who neglect to fill in the proper endorsement and purchase price. Montana's voucher issuance system is considered vendor specific. Local agencies are required to list a qualified vendor on each voucher prior to issuance.

4. The vendor reporting system detects errors and abuse in the voucher redemption cycle by selective clinics or separate vendors within a clinic. The vendor module provides the following information:
 - a. Vouchers where paid amount exceeds estimated amount by 10% or more.
 - b. Vouchers redeemed for an exact dollar amount (i.e., no cents).
 - c. Vouchers where paid amount exactly equals issued amount.
 - d. Vouchers redeemed for more than the maximum.
 - e. Total vouchers issued per vendor and their cumulative issued and paid values.

12. Records Management

Unless otherwise noted, records must be managed as follows:

Record Name	Copy Kept On File at <u>Local Agency</u>	For How Long? 3 yrs.	Confidential Yes	Safekeeping Required? No	Deadline for Submission to State Agency Daily
1. Log Sheets	Yes	3 yrs.	Yes	Yes	As soon as reported
2. Stop Payments	Yes	3 yrs.	Yes	Yes	As soon as reported
3. Voided Drafts	Yes	3 yrs.	Yes	Yes	As soon as reported
4. Draft Report	Yes	3 yrs.	No	No	5th working day of following month
5. Draft Exceptions	Yes	3 yrs.	Yes	Yes	Monthly & Quarterly
6. Voucher Carbons	Yes	At least 6 mo.	Yes	Yes	N/A
7. Vouchers	Yes	Until used	No	Yes	N/A
8. Participation Report	Yes	3 yrs.	No	No	N/A
9. Expenditure Report	Yes	Local Policy	No	No	15th working day of following month
10. Vendor Letters	Yes	3 yrs.	No	No	Quarterly
11. Vendor Agreements	Yes	3 yrs.	No	No	When renewed
12. Vendor Monitoring Checklist	Yes	3 yrs.	No	No	When renewed
13. Racial/Ethnic	Yes	3 yrs.	No	No	N/A
14. Inventory Worksheet	Yes	3 yrs.	No	No	December 31
15. Contracts w/DHES	Yes	3 yrs.	No	No	July 31
16. Budget Requests	Yes	3 yrs.	No	No	April 30
17. Carry-Over Expense	Yes	Local Policy	No	No	w/Oct, Nov, & Dec Expenditure Report
18. Agency Correspondence	Yes	3 yrs.	No	No	N/A
19. Signature Cards	Yes	Until staff termination	No	Yes	Upon staff change
20. Family Folders	Yes	3 yrs.	Yes	Yes	N/A
21. Nutr. Ed. Plan	Yes	3 yrs.	No	No	
22. Agency Evaluation	Yes	1 yr.	No	No	N/A
23. Self-Monitoring	Yes	1 yr.	No	No	Upon receipt
24. S.A. Monitoring	Yes	1 yr.	No	No	30 days after report

FAIR HEARING PROCEDURES

I. FAIR HEARING PROCEDURES

II. ABUSE/FRAUD

I. FAIR HEARING PROCEDURES

TIME SEQUENCE FOR FAIR HEARING

<u>ACTION</u>	<u>PARTICIPANT</u>	<u>STATE, LOCAL AGENCY PROCEDURE</u>
Participant notified ineligible for WIC benefits.	Participant has 60 days to request fair hearing.*	Local Agency must provide participant with fair hearing card & follow procedures outlined in Policy & Procedure Manual.
Participant requests fair hearing to State Agency within 60 days.	Participant will receive 10 days written notice of time and place of fair hearing within 3 weeks of request.	Local Agency obtains legal counsel to represent program at hearing within 3 working days of receipt of hearing request.
Fair hearing is held in county where participant resides.	Within 45 days of original request participant will receive decision by hearings official	State Agency send (to participant within 45 days) decision by hearings official
Participant appeals decision.	Request must be made to District Court within 30 days of receipt of written notification of decision.	State Agency notifies Legal Division of appeals request.

*The participant who is terminated during a certification period and requests a fair hearing within 15 days of termination will continue receiving benefits until a hearing decision is made.

Fair Hearing procedures are for the purpose of providing any individual denied participation in, suspended or terminated from the WIC Program an opportunity to challenge those actions. The above chart outlines steps and time limits to be followed, and are also stated on the Fair Hearing Card, given to each applicant declared ineligible (see page V-5).

- A. All requested fair hearings shall be conducted by the State Office, in accordance with Section 246.23 of the WIC Regulations, FNS Guidelines, and Title 2, Chapter 4 of the Montana Codes Annotated. The hearing officer's decision shall be binding on the State Office and local agency.
 1. If the decision is in favor of the appellant, Program benefits shall begin for an applicant and continue for a client within the 45- day limit.
 2. If the decision is in favor of the agency, any continued benefits shall be terminated, as decided by the hearing officer.
- B. All records of the hearing shall be retained in accordance with Section 246.16, WIC Regulations, and shall be available to the appellant or his representative.

II. CLIENT ABUSE/FRAUD

A. Definition of Abuse (one or more of the following)

1. Deliberate misrepresentation of income, residential or nutritional eligibility data to obtain benefits.
2. Sale or exchange of food or food vouchers.
3. Receipt of cash or credit from vendors for purchase of unauthorized food or other items of value.
4. Alteration of food vouchers, redemption of food vouchers reported lost or stolen, cashing vouchers after the 30-day limit has expired.
5. Dual participation.
6. Physical abuse, or threat of physical abuse, of clinic or vendor staff.

B. Local Agency Responsibilities

1. The agency is to be alert for possible client abuse. When abuse is detected or suspected, the agency must document as completely as possible, including a narrative account of how abuse was detected and copies of any relevant vouchers or other documents. This information is entered on the WIC Participant Fraud Form, and discussed with the client. The client is given an opportunity to make a statement, but in no case should be forced to. If client will not, or cannot sign a statement, note this on the form.

WIC PARTICIPANT FRAUD FORM

Local Agency Name _____ Clinic Site _____
 WIC Clinic Contact Person _____
 Participant's Name _____ Address _____
 Date Reported _____

Voucher #/s	Date of Issue	Estimated Cost of Voucher	Actual Cost of Voucher

 Retail Store _____ Address _____ Phone _____

TYPE OF FRAUD

- | | |
|---|---|
| <input type="checkbox"/> Received change from WIC purchase. | <input type="checkbox"/> Received unauthorized foods from WIC purchase. |
| <input type="checkbox"/> Received more WIC food than authorized. | <input type="checkbox"/> Returned WIC foods for cash. |
| <input type="checkbox"/> Redeemed stolen checks. | <input type="checkbox"/> Deliberate alteration of food instrument. |
| <input type="checkbox"/> Redeemed checks reported lost or stolen. | <input type="checkbox"/> Knowingly falsified eligibility information. |
| <input type="checkbox"/> Dual participation. | |
| <input type="checkbox"/> Other _____ | |

Attach copies of checks and other documents supporting case.

CLINIC STATEMENT:

Signature of Authorized Clinic Personnel _____

Participant Voluntary Statement:

Decision: ☐ Keep participant on probation.
☐ Drop participant.
☐ Keep participant on program until SOHES resolves.
☐ Keep participant on program, evidence does not support fraud allegation.

SEND COPIES TO: STATE WIC PROGRAM COORDINATOR
 MONTANA STATE WIC PROGRAM
 NATIONAL AND CHILD HEALTH BUREAU
 STATE DEPARTMENT OF HEALTH
 CINDSILL BUILDING
 HELENA, MONTANA 59601

2. If evidence shows fraudulent activity on the client's part, agency staff will warn the participant in writing of the consequences of continuing fraudulent activity; suspend client for up to 3 months; or remove the client from the Program, depending on the circumstances. Client shall then be given an opportunity for a Fair Hearing.
3. **Dual Participation:** All clients receiving drafts are compared for birthdate, sex, last name, and first four initials of the first name. When a potential case of dual participation is identified, information about the situation, including drafts issued, clinics where drafts were issued, dollar amount, county of client residence, etc., is included in the report.

State Agency staff screen out obvious inconsistencies like clinic errors and twins. Then an initial telephone contact is made with the local agencies involved to further screen out naturally occurring similarities.

Once potential dual participants are clearly identified, the local agency is notified and steps outlined in paragraph C below are implemented.

C. Participant Sanctions

- (1) Immediate disqualification from the Program for three months for knowingly and deliberately misrepresenting circumstances to obtain benefits (income, nutritional, residential eligibility); sale or exchange of food or food instruments; dual participation.
- (2) One warning letter (failure to comply immediately, or to repeat the abuse later results in disqualification for three months), for alteration of food vouchers, redemption of food vouchers reported lost or stolen, cashing vouchers after the 30-day limit has expired; receipt of cash or credit from vendors for purchase of unauthorized food or other items of value; physical abuse, or threat of physical abuse, of clinic or vendor staff.
- (3) A total of two disqualifications at any time during one certification participant requires termination from the Program.
- (4) Before disqualification and/or termination from the Program for alleged abuse, that participant shall be given full opportunity to appeal as set forth in 7 CFR 246.23 and Part IV, Section Three of the Plan.
- (5) The State Agency shall refer participants who abuse the Program to federal, state or local authorities for prosecution under applicable statutes where appropriate.

FRAUD HEARING MEMO

TO: (WIC Complainant) DATE:

FROM: State WIC Office

SUBJECT: Hearing Requested for (state reason) _____

As you have requested, a hearing has been scheduled for you on the question of WIC benefits. This hearing is scheduled for (time) at (place) .

The hearing official who will conduct the hearing will be (name) _____
, (title) . The hearing will take place as follows:

1. The local WIC office will present its reasons for denying you benefits.
2. You and/or your representative (lawyer, friend, etc.) will present the reasons why you believe you are eligible for WIC benefits.

Both you and the local WIC project may call witnesses and present documents and other papers to be made a part of the hearing record. Witnesses called may be questioned, examined, or cross-examined by both parties (you and the local WIC project). The hearing official will make sure that both parties have the opportunity to present evidence and arguments, and to respond to all evidence and arguments presented.

All exhibits (documents, papers, etc. presented as evidence) will be marked to indicate who is offering them. All exhibits will be kept by the State Department of Health and Environmental Sciences as part of the hearing record.

The hearing official may ask that you have another medical assessment or evaluation done by someone agreeable to both you and the local WIC agency. Should this happen, WIC will pay for it. WIC will also pay for all other costs of hearing except for the cost of your attorney should you decide to have one.

The hearing will be tape-recorded and a written record made. The record will be kept by the State Department of Health and Environmental Sciences.

Should you so desire, you and/or your representative may look over any records, or other evidence held by the local agency before and during the hearing.

If you have any questions about how the hearing will be run, you may contact the State WIC Office at 440-4740, or the hearing official at _____.

WORKING WITH VENDORS

1. Informing Vendors of WIC Program Availability
2. Vendor Training/Orientation
3. Vendor Contract (Responsibilities Agreement)
4. Monitoring Vendor Compliance
5. Vendor Abuse
6. Food Vendor Qualifications
7. Authorization of Food Vendors
8. High-Risk Vendor Monitoring Summary

1. INFORMING VENDORS OF WIC PROGRAM AVAILABILITY

SAMPLE LETTER FOR VENDORS

(DATE)

(Grocer Address)

Dear Manager (Grocer or Dairy Name):

The Supplemental Food Program for Women, Infants and Children (WIC) will be holding a short, informative meeting for all vendors, both grocers and dairies, in our area. At that time information about the WIC Program and vendor responsibilities will be presented, and any questions you might have answered. Vendor contracts for the coming year will be signed at this meeting.

If you wish to participate in the WIC Program for the coming year, please attend this meeting. The date, time and location of the meeting is:

Attached is a brochure about the WIC Program. Should you have any questions about it, or about the meeting, please call.

Sincerely,

Each local WIC agency shall offer participation in the Program annually to all groceries and dairies in their area, prior to renewal of contracts. Check local telephone books and listings of retailers provided by the State Office, and contact them by placing a public notice in area newspapers, or by sending each retailer a form letter, such as the one above.

Keep a file in the local agency office documenting which vendors have been contacted and how, and their response.

2. VENDOR TRAINING/ORIENTATION

Local agencies shall provide an orientation/training session annually for all vendors participating in the WIC Program. Training materials, including slides, cassettes, pamphlets, brochures and handouts are available from the State Office, and should be reviewed before developing such materials at the local level to avoid duplication.

The meeting should cover the following topics:

- a. Brief overview of the WIC Program, including:
 - (1) Eligibility requirements for clients.
 - (2) Summary of USDA appropriations, and the counties and reservations participating in the Program in Montana at the present time.
 - (3) Explanation of the 3 components of WIC: Food, health care and nutrition education.
- b. Explanation of the WIC food package -- the difference between WIC and Food Stamp Program.
- c. Vendor Responsibilities, as delineated in the WIC VENDOR AGREEMENT.
- d. Sanctions against vendors for vendor abuse, fair hearing procedures.
- e. New policies or procedures.
- f. Procedures for addition and/or removal of acceptable WIC foods on approved food lists. All such additions or deletions must have State approval.
- g. Evaluation of presentation.
- h. Handouts of brochures, pamphlets, authorized food and grocer price list, Policies and Procedures Manual, Food Choices, etc.
- i. State monitoring procedures.

CONTRACTS MAY BE SIGNED AT THIS MEETING.

3. VENDOR CONTRACT/AGREEMENT (See Page VIII- 9)

A standardized WIC Vendor Agreement will be provided by the State Agency for distribution to local agencies. Local agency staff must go over this agreement, item by item, with each vendor participating in the Program to ensure their understanding of the requirements and possible penalties for not meeting those requirements.

Vendors will be given approved food lists along with their signed agreements.

All completed contracts will be sent to the State Office.

Instructions for Completing WIC Vendor Agreement

A. Renewal of Vendor Agreements

Renew all vendor agreements using our revised format whenever current agreements expire. New federal regulations mandate the inclusion of additional vendor requirements not covered in previous contracts. This new agreement should clarify vendor responsibilities and encourage program compliance.

B. Vendor Data Form

In order to get the best results within the vendor reporting system, it is important that clinics input accurate information. The following instructions will assist you in correctly completing the vendor form for two situations described below:

Situation I:

If a data form was previously submitted for a vendor, please fill in the following information to update page 4 of subsequent vendor agreements.

Clinic Number: Enter the first 3 digits listed on your vouchers.

Vendor Name: Enter the two digit number assigned by the State Agency.

Date of Agreement: List the new date the agreement was signed: Month, Day, Year.

Termination Date of Agreement: List the new expiration date -- usually the same month and day the following year.

Update Code: Enter "C" for changing or updating information for your vendor agreement.

Vendor Monitoring Date: Enter the date of your last review only if it has changed from your previous submission.

Do not fill in other information blocks unless data, specific to that block, has changed from your previous submission. This action will prevent duplication of currently correct data by key punch entry.

Please double check your information for accuracy and send the original (white) copy of page 4 to the State Agency within 15 days after completion. Retain the yellow copy in your vendor file. Give your vendor a copy of the agreement along with the pink copy of page 4.

Use a pen to print capital letters and numbers. Leave a blank space between words. Record a zero in the preceding space when

indicating single digit figures for dates. A sample form is completed for your review.

We encourage you to complete your vendor monitoring requirements at the same time you renew the vendor agreement.

Situation II:

If you are completing an initial submission of a vendor data form (first time only), please fill in the following information:

WIC Clinic Name: Record your program's title. Leave a blank space between words.

Name of Firm: Enter the full name of the business - use the vendor's mailing title.

Street Address: Enter mailing address.

Town: List only the town's name, not the state.

Zip: Record Zip Code for mailing.

Phone: Enter the vendor's phone number - put a hyphen in the 4th space.

Grocery Store Manager or Dairy Representative: Record the manager's name. This should be the same person who signed the agreement.

Date of Agreement: List the date the agreement was signed; Month, Day, Year.

Termination Date of Agreement: List the date the agreement will expire - usually the same month and day the following year.

Clinic Number: Enter the first 3 digits listed on your vouchers.

Vendor Number: Leave blank for the first submission. The State Agency will assign vendor numbers.

Update Code: Leave blank for the first submission. Enter code letters for subsequent updated information.

Type Code: Enter the corresponding code which best describes your vendor.

Vendor Monitoring Date: Update vendor monitoring date if it has changed from your previous submission.

Do not fill in the Vendor Number or Update Code during the first submission of a vendor form. This information will be assigned by the State Agency.

The State Agency will send you a revised list of vendor numbers within 30 days after receipt of vendor forms. Specific dates will be provided for including vendor numbers in your log sheet data. You may request mailing labels for each vendor if desired.

SITUATION II

White - State
Yellow - Local Agency

MONTANA WIC PROGRAM VENDOR AGREEMENT

VENDOR NAME:

The LOCAL AGENCY has entered into an AGREEMENT with the Montana Department of Health and Environmental Sciences (referred to as DEPARTMENT) to participate in the Special Supplemental Food Program for Women, Infants and Children (referred to as WIC), conducted by the United States Department of Agriculture under regulations published in 7 CFR Part 246 (referred to as REGULATIONS).

The DEPARTMENT, acting through the LOCAL AGENCY, hereby enters into an AGREEMENT with the above named retail food outlet (referred to as VENDOR) for the purpose of providing supplemental foods to eligible persons participating in the WIC Program. This AGREEMENT shall become final upon signature by the VENDOR and the LOCAL AGENCY which is acting on behalf of the DEPARTMENT.

I. Duration

- A. This AGREEMENT is valid for a period of one year from date of signature.

II. The VENDOR agrees to perform the following responsibilities:

- A. Stock sufficient quantities of the following food items:
(Strike out the following food items which do not apply to dairies or pharmacies.)
- 1) Iron-fortified infant formula;
 - 2) Pasteurized fluid cow's milk (whole, lowfat and skim);
 - 3) Nonfat or lowfat dry milk;
 - 4) Canned evaporated cow's milk;
 - 5) Four or more kinds of natural cheese;
 - 6) Orange and grapefruit and apple juice that contains a minimum of 30 milligrams of Vitamin C per 100 milliliters (the label will say 6 ounce serving supplies 100 percent of USRDA for Vitamin C);
 - 7) Four or more kinds of hot or cold cereals that contain at least 45 percent USRDA for iron or 28 milligrams of iron per 100 grams of dry cereal and not more than 21.2 grams of sucrose and other sugars per 100 grams of dry cereal (6 grams per ounce);
 - 8) Iron-fortified infant dry cereal which contains a minimum of 45 milligrams of iron per 100 grams of dry cereal;
 - 9) Large Grade AA eggs and 3 or more kinds of dry beans or peas;
 - 10) Formula authorized by the DEPARTMENT.
- B. Provide supplemental foods to WIC participants only upon receipt of a properly completed food voucher and to complete the food voucher transaction properly:
- 1) To accept vouchers issued by the LOCAL AGENCY only for authorized food items, unless there is an authorized substitution shown on the "Authorized Food and Price List" card. Rainchecks may be given only if no authorized food substitutions are available.

- E. To complete and return the WIC Authorized Food and Price List to the local WIC agency once every three (3) months or more often if requested.

III. Program Abuse and Sanctions

- A. Vendor abuse is defined as failure to comply with any part of a current signed WIC Vendor AGREEMENT. These include, but are not limited to, providing cash, unauthorized foods or other items to participants in lieu of authorized supplemental foods; charging the DEPARTMENT for foods not received by the participant; and charging the DEPARTMENT more for supplemental foods than other customers are charged for the same food item.
- B. If abuse has come about through misunderstanding on the part of the VENDOR, then an on-site visit by LOCAL AGENCY staff will be conducted to rectify the problem. However, if deliberate fraud appears to be the motive for abuse, or if the problem persists after the staff visit, the VENDOR will be sent a letter detailing the problem, requesting compliance with the current AGREEMENT, and allowing thirty (30) calendar days for corrective action. If the VENDOR is not in compliance within thirty (30) calendar days as evidenced by a return on-site visit, the DEPARTMENT will immediately institute the following sanctions depending on the severity of the violation.
- C. Upon notification by the LOCAL AGENCY, and after Part B (above) is accomplished, the following sanctions and penalties shall be applied.
1. Upon a final decision to apply sanctions, the execution of the penalties shall take place.

a. Penalty I - Warning Letter

Violations:

- (1) Use of WIC food vouchers by someone other than the person whose name appears on the voucher unless a proxie is designated by signed consent of the participant.
- (2) VENDOR redeems vouchers for non-authorized food items within WIC food categories.
- (3) VENDOR is temporarily out of stock of WIC foods.

b. Penalty II - Six Months Disqualification

- (1) Violation of above after warning.
- (2) VENDOR charges WIC participants more than others.
- (3) VENDOR charges participants additional cash to use vouchers.
- (4) Treats participants in a discourteous manner.
- (5) Sells food items not in WIC food categories.

IV. General Conditions

- A. Pursuant to 49-2-303 and 49-3-207 of the Montana Code Annotated, the VENDOR agrees to perform no part of this AGREEMENT in a manner which discriminates against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry. In addition, VENDORS must be in compliance with provisions of regulations 7 CFR, Parts 15, 15a, and 15b.
- B. Neither the VENDOR nor the DEPARTMENT has an obligation to renew the AGREEMENT. Either party may terminate this AGREEMENT for reason of Program abuse and/or failure to perform any of the duties or conditions contained in this AGREEMENT after giving thirty (30) days written notice. If the VENDOR is denied participation or disqualified, the VENDOR will receive, in writing, thirty (30) days notice of suspension from the WIC Program. The VENDOR has the right to appeal that decision if notice is given in writing to the LOCAL AGENCY within fifteen (15) days after suspension. All VENDOR sanctions can be appealed through the fair hearing process. Expiration of this AGREEMENT is not subject to appeal.
- C. A VENDOR who is currently disqualified from another Food and Nutrition Service Program (e.g., Food Stamps) may be disqualified from the WIC Program. Food Stamp disqualifications over 180 days may be disqualified from the WIC Program from the date the DEPARTMENT is notified until the Food Stamp Program reinstates the VENDOR.
- D. The store manager or authorized representative, such as the head cashier, shall attend training workshops and accept training on WIC procedures. The VENDOR shall inform and train cashiers or other staff on Program requirements. The VENDOR shall be accountable for actions of employees in the utilization of food instruments or provision of supplemental foods.
- E. The same courtesy and service shall be shown toward WIC recipients as offered to other customers.
- F. The VENDOR shall notify the LOCAL AGENCY when the VENDOR ceases operation or ownership changes. The AGREEMENT is null and void if the ownership changes.
- G. The VENDOR shall inform the DEPARTMENT of any potential conflict of interest between the local WIC staff and VENDOR personnel.

V. EXECUTION

This AGREEMENT consists of 5 pages and one attachment (Vendor Data Form). The VENDOR will receive a copy of this AGREEMENT which has the same force and effect for all purposes as the original.

To express the parties' intent to be bound by the terms of this AGREEMENT, they will execute this document by signing and dating the designated spaces provided at the bottom of the attachment (Vendor Data Form).

DATE: _____

PROGRAM NAME: _____ CLINIC NUMBER: _____

If you are completing an **initial submission** of a vendor data form for a new vendor (first time only), please fill in all the information blocks except vendor number, update code, and vendor monitoring date. **Vendor numbers will be assigned by the State Agency.** Send the white copy to the State Agency within 15 days after completion.

X-98

4. MONITORING VENDOR COMPLIANCE

Local and/or State WIC staff will perform an annual on-site review of all vendors for conformance to the WIC Vendor Agreement, unless exceptions are approved in accordance with 7 CFR 246.10 d (5).

- a. Local agency staff should request the following reports prior to planned monitoring visits (see page VIII-9 for instructions):

V04- Drafts Paid Exactly Equal Issued (WA634RCV).

V03- Drafts Redeemed for Exact Dollar Amount (WA634RCV).

V02- Paid Amount Exceeds Estimated Amount by 20% or More.

V01- Paid Amount is Below Estimate by 10% or more.

Vendor Draft Activity Report (WA633R1).

- b. Prioritize your monitoring visits as follows (highest priority = 1 -- should be visited first):

- 1) Those vendors with a high variance between estimated and paid amounts;
- 2) Vendors which cash vouchers at exact dollar amounts, maximum amount, or where paid amount exactly equals the issued amount;
- 3) Complaints from clients;
- 4) High volume of vouchers redeemed.
- 5) Irregularities identified by State Agency personnel.

- c. Each on-site review should consist of three steps:

Step One: Prior to review, examine all vendor reports, files, client complaints, etc.

Step Two: At the store, complete the Vendor Monitoring Report (see page VIII-15).

Step Three: Evaluate your findings with one of the following results:

- 1) Everything OK, no further action needed. Leave a copy of review with the store.
- 2) Some program differences, follow-up letter to vendor with copy to State Agency. Record the vendor's corrective action plans under item #16 on the Vendor Monitoring Report.
- 3) Many program problems; notify State Agency immediately for further guidance.

4. MONITORING VENDOR COMPLIANCE

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V01- Paid Amount is Below Estimate by 10% or more.

Vendor Draft Activity Report (WA633R1).

- b. Any vendor who fits into any one of the following categories is considered high-risk and must receive a priority for on-site monitoring:

- 1) Collections on exceptions greater than \$15.00 per year;
- 2) High incidence of drafts redeemed for exact dollar amounts;
- 3) High incidence of drafts where the paid amount exactly equals issued amount;
- 4) Issued value exceeds \$3,000 per month;
- 5) Disqualification or civil money penalty from Food Stamps within the last three years;
- 6) Other (e.g., participant complaints, a history of problems).

- c. Each on-site review should consist of three steps:

Step One: Prior to review, examine all vendor reports, files, client complaints, etc.

Step Two: At the store, complete the Vendor Monitoring Report (see page VIII-15).

Step Three: Evaluate your findings with one of the following results:

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- 2) Some program differences, follow-up letter to vendor with copy to State Agency. Record the vendor's corrective action plans under item #16 on the Vendor Monitoring Report.

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IF LEGAL ACTION IS NECESSARY TO RESOLVE PROBLEMS, THE STATE OFFICE WILL BE RESPONSIBLE FOR NOTIFYING VENDOR OF SUCH ACTION AND FOLLOWING THROUGH.

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SPECIAL SUPPLEMENTAL FOOD PROGRAM FOR WOMEN, INFANTS AND CHILDREN (WIC)

Montana Vendor Monitoring Report

DATE: _____

VENDOR NAME: _____ TELEPHONE: _____

ADDRESS: _____ VENDOR CODE: _____

TOTAL AMOUNT OF WIC FOOD SALES FOR: _____
(Month, Year)

PERSON CONTACTED, TITLE: _____

PURPOSE OF VISIT: _____ Regular: Review (or educational)

_____ Reported Complaint or Abuse

_____ Voucher Errors

_____ Other: _____

ITEM YES NO COMMENTS

1. Does the vendor have a copy of the current WIC Agreement on file?

2. Is the vendor stocking an appropriate quantity of authorized WIC foods?

3. Is there any evidence of rude or unfair treatment of WIC clients, or civil rights violations? If yes, describe.

4. Does vendor and clerk understand they must be courteous to and not discriminate in any way against WIC customers?

5. Does the vendor provide training to clerks on:

a. Correct WIC voucher cashing?

b. No change returned?

c. Only authorized WIC foods or substitutions?

d. Time limit for cashing vouchers?

e. Having clients countersign the voucher?

f. Suspended abuse?

g. Correctly completing the voucher, including the "pay exactly" box?

ITEM YES NO COMMENTS

6. Is vendor experiencing any problems?

7. Has vendor raised prices on WIC foods for WIC clients?

8. Does vendor send price lists as requested to local WIC office?

9. Does vendor display WIC poster?

10. What happens if a store is out of a particular WIC item? Explain

11. Is there a potential conflict of interest between WIC staff and vendor personnel? If yes, explain.

12. Has this vendor been disqualified from Food Stamps in the last three years?

13. Are there any other problems identified during this visit? If yes, describe:

14. Number of exceptions (10% or more above estimated price) at this vendor during

(Month, Year)

(Total, Dollar Amount)

15. Number of drafts held by vendor beyond 60 days during

(Month, Year)

(Total, Dollar Amount)

16. Vendor Comments:

17. Signature of WIC Monitor/Date: _____

(Local WIC Agency Name and Address)

Signature of Vendor (Owner/Manager)/Date: X

"The WIC Program is available to all persons regardless of race, color, national origin, age, sex, or handicap. If you believe you have been discriminated against, write immediately to the Secretary of Agriculture, Washington, D.C. 20250."

Distributions:

Original — Vendor

Yellow — Local WIC Office

Pink — State WIC Office

5. VENDOR ABUSE

- a. Vendor abuse is defined as failure to comply with any part of a current signed WIC Vendor Agreement. These include, but are not limited to, providing cash, unauthorized foods or other items to participants in lieu of authorized supplemental foods; charging the State or local agency for foods not received by the participant; and charging the State or local agency more for supplemental foods than other customers are charged for the same food item.

b. Local Agency Responsibilities:

- (1) Gather all pertinent information possible. Try to get the complainant's name and address, but avoid scare tactics and protect confidentiality.
- (2) Ascertain, if possible, whether the abuse is deliberate or has come about through misunderstanding on the part of the vendor. If the latter, an on-site visit by local agency staff may rectify the problem.
- (3) If fraud appears to be the motive for abuse, or if the problem persists after the staff visit, vendor will be sent a letter detailing the problem, requesting compliance with the current agreement, and allowing thirty calendar days for corrective action. The letter shall be sent via registered mail, return receipt requested.
- (4) If the vendor is not in compliance within thirty (30) calendar days as evidenced by a return on-site visit, notify the State Agency immediately.

c. State Agency Responsibilities:

When abuse is reported by a local agency, and after (1-4) above have been accomplished:

- (1) Upon notification by the local agency, the following shall be applied:

a. Penalty I - Warning Letter

Violations:

- (1) Use of WIC food vouchers by someone other than the person whose name appears on the voucher unless a proxy is designated by signed consent of the participant.
- (2) Failure to comply with any other contractual obligation not otherwise listed.
- (3) Vendor redeems vouchers for non-authorized food items within WIC food categories.

- (4) Vendor is temporarily out of stock.
- (5) Forcing participant to purchase specific brand names when a variety of brands are authorized and stocked.
- b. Penalty II - Six Months Termination
 - (1) Violation of above after warning.
 - (2) Vendor charges WIC participants more than others.
 - (3) Vendor charges participants additional cash to use vouchers.
 - (4) Treats participants in a discourteous manner.
 - (5) Sells food items not in WIC food categories.
- c. Penalty III - One Year Termination
 - (1) Vendor overcharges State for products sold exceeding \$250.00 in one vendor contract year.
 - (2) Sale of non-food items including alcohol or tobacco.
 - (3) Vendor refuses to stock WIC foods but continues to accept vouchers.
 - (4) Vendor exchanges vouchers for cash or credit in an amount less than \$100.00.
 - (5) Fraudulent claim that an item was disbursed when in fact no disbursement took place.
 - (6) The acceptance of WIC vouchers in payment of credit accounts.
- d. Penalty IV - Two Years Termination
 - (1) Vendor continues to violate Program while awaiting appeal hearing.
- e. Penalty V - Three Years Termination
 - (1) Vendor exchanges vouchers for cash or credit in excess of \$100.00.
 - (2) Vendor discounts voucher or has a discounting pricing system.
 - (3) Vendor violates Program guidelines after re-entry into Program following a disqualification.

f. FOOD STAMP DISQUALIFICATIONS OVER 180 DAYS MAY BE DISQUALIFIED FROM THE WIC PROGRAM FROM THE DATE THE STATE IS NOTIFIED UNTIL THE FOOD STAMP PROGRAM REINSTATES THE VENDOR.

g. ALL SANCTIONS CAN BE APPEALED THROUGH THE FAIR HEARING PROCESS.

d. Vendor Termination Procedures:

Upon a decision to terminate, the following activities shall take place:

- (1) A central file shall be established at the State Agency to contain all information necessary to back up the termination as well as material related to the termination itself.
- (2) Upon a decision to terminate, a letter will go out from the State Agency to the vendor notifying the vendor of the termination. Terminations shall take effect 30 days from the date of the letter. Each vendor shall have 15 days from receipt of the letter to appeal the decision.
- (3) Copies of all letters of termination shall go to the WIC Regional Office, the local agency and USDA. A copy shall go to each local agency who has this vendor in its listing in order to notify the agency that some action is being taken on the vendor.
- (4) If the vendor does not appeal, termination shall take effect on the date as indicated, and agencies shall discontinue issuance of vouchers to the vendor.
- (5) Terminated vendors shall be deleted from agency lists.
- (6) If the vendor appeals, all adverse action shall be withheld until an appeal decision is reached. A letter shall go out to the vendor acknowledging the appeal and delaying action on the termination until a decision is reached.
- (7) If a vendor loses an appeal, the termination shall take place 30 days from the date of decision.
- (8) Upon the final decision to terminate, the State Agency shall contact the local agency to return vouchers made out to the vendor.
- (9) State Agency files will be closed for suspended vendors until the period of termination ends, at which time information may be reviewed for consideration of the vendor reapplication if submitted.

e. Reduction of Sanctions:

When the State receives an appeal from a vendor asking for a reduction of the sanction imposed upon him, the State may reduce the sanction under the following conditions:

- (1) The vendor is the only WIC vendor in the geographic area, and suspension of the vendor would cause undue hardship on the participants in the area.
- (2) The owner of the market has owned the market for less than 6 months, has no history of prior FNS food program violations, and the violation appears to be the result of a clear lack of understanding of the rules.
- (3) The only major violation was overcharge, and the total amount of the overcharge can be determined.
- (4) It is clearly in the best interest of the State to allow the vendor to repay monies obtained in violation of Federal Regulations and State Guidelines AND the vendor would be in danger of losing his business if the suspension were carried out.

When the State elects to reduce a suspension, the vendor shall be made to serve at least a 3-month suspension as well as return any money that was requested. The one exception is when the vendor is the only vendor in the geographic area, in which case the vendor may have his suspension eliminated and be made to pay an amount above the money to be reclaimed.

f. Vendor Payback:

In some cases it may be to the advantage of the State to allow the terminated vendor to pay back any overcharge determined by the State and be put on probation. Criteria used in making this decision should include:

- (1) The vendor's record of past violations.
- (2) The length of time the vendor has owned the store.
- (3) Adverse impact on participants if the vendor is terminated.
- (4) Number of alternative stores in the area.

If a decision to allow payback in lieu of termination is made, the State shall determine the amount of overcharge using the best available data. The amount of overcharge shall be collected in the form of a check or money order, and made payable to the Department of Health and Environmental Sciences. In cases of large dollar amounts, the State may set up a time payment system to allow the vendor a chance to pay without creating an excessive business loss.

6. FOOD VENDOR QUALIFICATIONS

- a. Food vendor qualifications are:
 - (1) Stocks and maintains appropriate quantities of authorized WIC foods;
 - (2) Accessible to WIC clients;
 - (3) Has not been disqualified from the Food Stamp Program;
 - (4) Is currently licensed by appropriate State of Montana agencies.
- b. Review of vendor qualifications will consist of:
 - (1) Review annually all local agency vendor monitoring reports;
 - (2) On-site visits during regularly scheduled local agency monitoring visits;
 - (3) Shared information through cooperation with the Montana Food Stamp Officer-in-Charge;
 - (4) File reviews of one-half the total currently authorized vendors every year; and
 - (5) On-site follow-up to items (1) and (4) when warranted by incomplete information or complaint.
- c. Under special circumstances, the State Agency may delegate such review authority to local agency staff.

7. AUTHORIZATION OF FOOD VENDORS

- a. Any food vendor participating in the Montana WIC Program prior to May 23, 1983, is hereby authorized to continue participation in the WIC Program. No further action by either the vendor or local agency is necessary.
- b. There is no limit at this time to the number of vendors who may participate in the WIC Program.
- c. New (not currently participating, or not participating prior to May 23, 1983) vendors shall have a documented on-site visit prior to, or at the time of initial authorization, by the local WIC agency. A signed Vendor Application in addition to a signed vendor agreement shall constitute such documentation.
- d. All food vendors within the State of Montana are recognized by the State Agency to be eligible to participate in WIC, subject to Program Regulations and requirements.
- e. The following criteria must be evaluated for initial authorization of new vendors ("new" is defined in #3 above):

- (1) Maintenance of adequate variety and stock of all categories of approved WIC foods;
- (2) Accessibility to WIC participants;
- (3) History of compliance with Food Stamp Program;
- (4) Store sanitation as evidenced by store license.

8. HIGH-RISK VENDOR MONITORING SUMMARY

- a. A summary of the results of the monitoring of high risk and representative food vendors and the review of food instruments will be submitted annually to the Food and Nutrition Service (FNS) by the State Agency within four (4) months after the end of each fiscal year on forms supplied by FNS.

9. COMPLAINTS

- a. Anyone alleging discrimination on the basis of race, color, national origin, age, sex, or handicap has the right to file a complaint. All complaints written or verbal shall be accepted and forwarded immediately to the Secretary of Agriculture or Director, Office of Advocacy and Enterprise, USDA, Washington, D.C. 20250, with a copy to the MPRO.
- b. Participant complaints about a vendor:
 - (1) A vendor violation that is verified only by WIC participant complaints requires corroboration by three separate WIC participants of the same abuse by the same vendor. That is, three complaints are necessary for one instance of documented abuse.
 - (2) These complaints must be written (or dictated) by the WIC participant. The language used in the complaint must be the actual words of the WIC participant; a summation or notation by a WIC staff member is not sufficient documentation.
 - (3) The WIC participant may choose to leave the complaints unsigned. The local program director (or designated staff member) must certify the receipt of the complaint and indicate the time and date it is recorded. This certification will attest to the fact that the complaint was received by a current WIC participant and was given freely and in good faith.
- c. Vendor complaints about WIC are handled as described on Page XII-2.

Supplemental Food Program for Women, Infants and Children (WIC)

Montana WIC Program

Vendor Application

- I.
1. Vendor Name _____
(Hereinafter referred to as "Vendor")
 2. Vendor Address _____
 3. Vendor Telephone _____
 4. Name of Owner (If different than #1) _____
 5. Name of Manager _____
 6. Federal Employer Tax I.D. # _____
 7. Food Stamp Vendor No. _____
(If Applicable)

- II. Vendor hereby applies for authorization to participate in the WIC Program. Vendor has received the WIC Vendor Packet which includes: Sample vouchers, Window poster, Price report sheet, and required procedures.

Vendor has read and understands the provisions in the Vendor Agreement.

Vendor represents that it and its employees will comply with the WIC Program regulations, and understands that any authorization to participate may be revoked for any violation of the regulations by it or its employees.

Vendor understands that false information contained herein may result in withdrawal of approval to participate in the WIC Program.

The undersigned represents that he/she is either the sole proprietor of the vendor or that he/she has authority to contract for and in behalf of the vendor.

- III. Vendor qualifications for participation in the WIC Program are:

- A. Stocks and maintains appropriate quantities of authorized WIC foods:

Cow's milk - fluid, fresh (whole, lowfat and skim);
Canned evaporated cow's milk;
Instant dry cow milk;
Iron-fortified infant formulas;
Soy base infant formula;
Four or more kinds of cheeses;
Four or more kinds of orange and/or grapefruit and/or other juices that contain 30 mg. of Vitamin C per 100 milliliters (the nutrient label will say one 6 oz. serving of full strength juice meets 100% of the U.S.R.D.A. for Vitamin C for adults);

Four or more kinds of hot or cold cereal that meets at least 45% of the U.S.R.D.A. for iron or 28 mg. of iron per 100 grams dry portion and not more than 21.2 grams of sucrose and other sugars per 100 grams of dry cereal (6 grams/ounce);
Iron fortified infant dry cereal which contains a minimum of 45 milligrams of iron per 100 grams of dry cereal;
Large Grade AA eggs;

Three or more kinds of mature dry beans or peas;
And/or special formula which is authorized by the Montana State Department of Health and Environmental Sciences.

- B. Is accessible to WIC clients;
- C. Has not been disqualified from the Food Stamp Program; and
- D. Is currently licensed by appropriate State of Montana agencies.

Vendor or Authorized Agent

Date

Name of Local Agency

_____ has verified the above information
during an on-site visit to vendor on _____
Date

Signature of Authorized WIC Agency Director

DT/war-81

FINANCIAL MANAGEMENT

- I. ALLOWABLE EXPENDITURES
- II. BUDGET GUIDELINES
 - A. Annual Budget Request
 - B. Requests for Program Changes
- III. MONTHLY REPORTING REQUIREMENTS
 - A. Expenditure Report and Accountability Statement
 - B. Vendor Invoice
 - C. Travel Expense Voucher
- IV. EQUIPMENT PURCHASE AND INVENTORY
- V. BUDGET STATUS
- VI. FISCAL YEAR-END CLOSE OUT
- VII. NUTRITION EDUCATION EXPENDITURES

FINANCIAL MANAGEMENT

A budget, to determine the amount of funds a local agency will receive from the State WIC Office, is attached to the agreement negotiated between that agency and the State Department of Health and Environmental Sciences, and becomes a part of that agreement. The agreement and budget are usually negotiated once a year.

Prior to the expiration of their current agreement, the State Office sends a packet of materials to the local agency to assist them in budget preparation. This packet includes guidelines and instructions, including but not limited to:

- a. Deadline date for submission;
- b. Nutritional health plan requirements;
- c. Request for expansion; and
- d. Necessary forms.

I. ALLOWABLE WIC PROGRAM EXPENDITURES

- A. Personnel: Staff shall include a competent professional authority pursuant to Section II (8) of the Agreement and a WIC Aide.
1. Salaries and benefits are allowable at a rate customary and reasonable for services rendered specifically for the execution of the WIC Program contract.
 2. Payrolls must be supported by time and attendance or equivalent records for individual employees.
- B. Direct Costs: Must be supported by written documents kept on file at the local agency, and reported on the Monthly Expenditure Report.
1. Travel: Expenses for approved workshops and program objectives shall not exceed the amount customarily paid to local agency staff. Expenses for attendance at the required State Workshop are allowable as described in Section II, paragraph (B)(2) of the Agreement.
 2. Equipment: Office equipment may be procured locally. Special purchase of medical equipment is allowable for certification processes. Purchases of equipment costing more than \$200.00 must be approved in writing from the State Office. Purchases for over \$2,500.00 must be approved by the USDA Regional Office. All items remain the property of the State Agency, and should be identified by inventory tags, which will be supplied by the State Agency.
 3. Supplies: Includes expenditures for office supplies, disposable clinical supplies, educational supplies and consumable commodities for demonstration purposes.
 4. Contractual: Rent of space or equipment, utilities, telephone, etc.
 5. Certification Procedures: Expenses for laboratory tests and medical supplies which are used to determine eligibility.
 6. Other: Nutrition education, outreach services, translators and interpreters, fair hearings, monitoring, workshop registration fees, subscriptions, etc. Transportation costs for assuring clients access to clinics is allowed when prior approval has been granted by the State Office. Direct reimbursement of transportation costs to clients is NOT allowable.

II. BUDGET GUIDELINES

A. Annual Budget Request

SUPPLEMENTAL FOOD PROGRAM FOR WOMEN, INFANTS AND CHILDREN (WIC)

BUDGET REQUEST

Montana Department of Health and Environmental Sciences

Agency Name: _____

Current FY _____ New FY _____

Total FTE's (from
attached worksheet) _____

	Budget			Source of Funds			Budget			Source of Funds		
				WIC	Local	Other				WIC	Local	Other
Personnel												
Salaries												
Benefits %												
Subtotal												
Indirect (5% of Salaries and Benefits)												
Operating Expenses												
Travel												
Equipment (greater than \$200)												
Supplies												
Rent												
Telephone												
Postage												
Utilities												
Nutrition Education												
Other (list)												
Other (list)												
Subtotal												
Total Request												

Prepared by: _____ Date: _____

DT/war-26b

1. Instructions -- Annual Budget Request

a. GENERAL (Lines 1-4 on "Budget Request" form)

Both the "Budget Request" form and the "WIC Personal Services" form must be filled out. Please write legibly and be neat. Date and sign the form (Line 28).

Fill in your project name in the upper right-hand corner. (Line 4)

Agencies with "satellite" programs should submit separate caseload projections and budget details for each satellite on separate sheets, with the "Budget Request" form reserved for the total WIC operation.

Prepare your budget with the assumption that your level of operation will be the same as the prior year's actual expenditures. You may include an inflationary increase in personnel. Do not use an inflation factor in other line items. This will be included by the State Agency at a later time.

b. CASELOAD (Lines 5-10)

Please indicate, by priority, what caseload you expect to serve during the next twelve months. Unless you have specific objectives to reach a certain eligible population group (approved by the State Agency), use last year's average monthly caseload.

c. PERSONNEL (Lines 12, 15)

Fill out "WIC Personal Services" form and transfer to "Budget Request" form where indicated.

Whenever possible, consider using volunteers to assist your office, or sharing arrangements with adjacent counties.

d. FRINGE BENEFITS (Line 16)

This includes payroll taxes, insurance and other items specific to your agency. Fill in the percent and dollar amount.

e. INDIRECT COSTS (Line 18)

Indirect costs are provided at the rate of 5% and are calculated upon salaries plus benefits. Indirect funds can be used for accounting, purchasing costs, legal services, supporting personnel costs, or other WIC-related operating expenses.

f. TRAVEL (Line 20)

Predict mileage expense to and from satellite sites and food vendors based upon current rates.

g. EQUIPMENT (Line 21)

Any piece of equipment costing more than \$200 must receive prior written approval from this office (Section I, A (5) of Agreement). NOTE: Requests for equipment in this category must be received at least 45 calendar days prior

to the planned expenditure. Approval of the "Budget Request" form does not constitute approval of equipment; prior written approval is still needed.

h. SUPPLIES (Line 22)

Self-explanatory.

i. RENT (Line 23)

Self-explanatory.

j. TELEPHONE (Line 24)

Self-explanatory.

k. POSTAGE (Line 25)

Self-explanatory. NOTE: Do not include in any other category.

l. UTILITIES (Line 26)

Self-explanatory.

m. NUTRITION EDUCATION (Line 27)

Fill out the "Nutrition Education Budget Worksheet" and transfer to "Budget Request" form where indicated.

n. OTHER (Line 28)

Please identify specifically what this category might include. Without written detail for this category, any request for funds in this line item will be denied.

Examples of items to be included under this line item are laboratory costs (for hematological expenses) or "Contracted Services" for the services of a registered dietitian.

Clinic Site	FTE	Name	Job Title	Hourly Wage	Benefits (By Individual)	Annual Salary	Total
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							
13.							
14.							
15.							

Cumulative Totals:

(To Line 10)

(To Line 9)

(To Line 11)

NOTES:

1. Identify your agency in the upper right-hand corner of this form.
2. Group employees by clinic site.
3. One full-time equivalent (FTE) employee works 2,080 hours annually. An employee who works 450 hours per year is shown as "0.22 FTE;" one who works 1,040 hours per year is shown as "0.50 FTE."
4. Since benefits may vary between individuals, indicate for each employee what benefits apply.
5. Transfer information to Budget Request form.

B. Requests for Program Changes

Written approval from the State Agency must be granted to a local agency requesting changes in their WIC Programs in any of the following areas:

1. Addition of a new site to the program.
2. Expenditures exceeding 10% of the total of any budgeted line item, excluding salaries and benefits.
3. Any monthly expenditures for personnel (salaries and benefits) exceeding the staffing pattern approved in the current Agreement, indicated in lines 12, 14 and 15 and the "WIC Personnel Services" form of the budget attachment.

The project director will send a written request to the State Agency at least 15 days before the desired change is to be made. If the change is not approved the State Agency has no obligation and will not reimburse for expenditures incurred by the change.

C. Expansion Into New Areas

The local agency requests an application package from the State Agency to open a new county project, or expand services to a new satellite program in another county. Applicant must meet the criteria set forth on the application form, which is filled out and sent to the State Office.

Memorandums of cooperation between the governing bodies of the parent and satellite counties must be included with the application.

The State will judge applications on completeness and fulfillment of WIC requirements. If the application is denied, or approved but with no funding available, applicant may resubmit the application at a later date.

III. MONTHLY REPORTING REQUIREMENTS

A. Expenditure Report

1. This report is used to justify expenditures paid (obligations incurred) under the terms of the current Agreement between the State Agency and the local agency.
2. The form is self-explanatory. All information requested must be accurately filled in before reimbursement will be approved. If personnel or other expenditures reported are not complete for the reporting period, an explanation of this discrepancy must be attached to the Expenditure Report and be signed by the Program Director.
3. In the Personnel Breakdown portion, "current month and gross \$" means the total salary paid to WIC employees and billed to the WIC Program. In the column entitled "Hours Worked" record the total hours billed to WIC (include holiday and leave hours).
4. In the Financial Accountability portion, year-to-date cash on hand will always be the first entry at the beginning of a fiscal year. These "carry- over" funds will be included as part of the initial advance forwarded to the local agency for the new Agreement.
5. The Expenditure Report Form is to be completed for each month and submitted by the 15th of the following month unless an alternate date has been negotiated. Good cause for an alternate submission date includes, but is not limited to, a difference between the monthly close-out dates of the WIC Program and the Agency. (Ref.: Section II, paragraph A(2)(b) of Agreement).
6. NOTE: Incomplete, inaccurate, illegible and unsigned reports will be returned for correction before being processed at the State Agency.
7. NOTE: Adjustments included in current monthly Expenditure Reports should reflect claims not older than those reported on the previous month's report. Please list the circumstances which caused the adjustment and the original month in which the expense occurred.

WIC EXPENDITURE REPORT

PERIOD:

From 19 To 19

Current Month	+	Adjustments	=	Total Billed ▲
---------------	---	-------------	---	----------------

WIC FINANCIAL
ACCOUNTABILITY STATEMENT

CURRENT MONTH YEAR TO DATE

- | | | |
|--|----------|----------------------------|
| 1. Cash on Hand | \$ _____ | \$ _____ |
| (Balance from
previous report) | | (End of June Cash on Hand) |
| 2. Funds Received | _____ | _____ |
| 3. Funds/Cash on
Hand Total | _____ | _____ |
| 4. Total Expend. | _____ | _____ |
| 5. Cash Balance
after Expend. | _____ | _____ |
| 6. Cash Adjustments. _____ | _____ | _____ |
| 7. Cash on Hand | \$ _____ | \$ _____ |
| (After Expenditures) | | |

Explanation of Cash Adjustment:

PERSONNEL BREAKDOWN

Program Director Signature

Date Signed

Preparer Signature

B. Vendor Invoice

To receive funds for your WIC Program from the State Agency, you must submit a completed Vendor Invoice with your monthly Expenditure Report.

All invoices must be signed and dated by the project director or local accounting personnel.

Local agency may request:

1. 1/12 initial drawdown of budgeted funds for new fiscal year, or new project, less the amount of cash on hand at the end of the previous year.
2. Reimbursement for monthly expenditures.

STATE OF MONTANA VENDOR INVOICE	Instructions • PREPARE IN TRIPLICATE • SEND ALL COPIES TO VENDOR • VENDOR RETURNS SIGNED ORIGINAL AND DUPLICATE RETAINING TRIPLICATE • FILE ORIGINAL WITH TRANSFER WARRANT CLAIM.
VENDOR'S NAME AND ADDRESS	BILLED TO

QUANTITY	DESCRIPTION OF GOODS DELIVERED OR SERVICES RENDERED	AMOUNT
GRAND TOTAL		▶

STATE USE ONLY		VENDOR CERTIFICATION I certify that this invoice is correct in all respects and that payment has not been received.
APPROVED FOR PAYMENT		
Authorized Signature		
Date		
		Vendor's Name Date Processed Vendor's Signature Title

C. Travel

Lodging, per diem and mileage allowances authorized by the Montana State Legislature will be the maximum rate of reimbursement paid to WIC personnel by the WIC Program for persons attending and participating in continuing education, training or other conferences for WIC business. These rates are as follows:

Per Diem Rates after October 1, 1983

In-State

Meals

Breakfast	\$ 3.00
Midday	3.50
Evening	8.00

Lodging

with receipt	\$24.00
without receipt	7.00

Out of State

Breakfast	6.50
Midday	6.50
Evening	12.00

with receipt	\$50.00
without receipt	7.00

Actual cost cities for lodging are:

Chicago	Dallas	San Diego	Denver
Houston	New Haven	Minneapolis	Boston
San Jose	New York	Detroit	Atlantic City
San Francisco	Los Angeles	Anchorage	Washington, D.C.
Newark			

The "actual cost" area is defined as the area contained in the city limits plus the area within 15 miles of the city limits. The area immediately surrounding the city's airport would also be included if it is not within the areas described above.

Current Mileage Rates:

Employees based outside Helena:

\$.21/mile for first 1,000 miles driven each month.
\$.18/mile for every mile driven over 1,000 per month.

All out of state travel planned by WIC personnel must receive prior approval by the State Agency. An agenda of workshop or training activities must be reviewed by State staff to determine if workshop topics directly relate to WIC functions.

IV. EQUIPMENT PURCHASE AND INVENTORY

Purpose: To establish a uniform purchase and inventory system for allowable WIC equipment.

A. Purchasing Criteria

1. Instructions: Whenever equipment is purchased for \$200.00 or more, the following guidelines are to be followed:
 - a. Individual equipment purchases costing \$200.00 or more utilizing WIC funds must receive prior approval in writing from the State Office.
 - b. Individual purchases for over \$2,500.00 must be approved by the USDA Regional Office through the State.
 - c. Special purchases of medical equipment by local agencies is allowed for certification purposes if prior approval is received from the State.
 - d. If approval is given and equipment is purchased, it becomes the property of the State WIC Program.

B. Equipment Inventory Criteria - Purchases for \$200.00 or More

1. Instructions: Whenever equipment is purchased, the following guidelines will be followed:
 - a. Fill out the State Purchase Memo form which includes name of item, serial number, purchased from, date purchased, and cost. Attach this memo to the back of the Expenditure Report for the month of purchase. This is a requirement for inventory purposes. Do not submit a Purchase Memo form for equipment costing less than \$200.00.
 - b. When the State Office receives the memo, an inventory number will be issued for the equipment, which will be sent to the local agency to be attached to the equipment.
 - c. Items must be identified by a DHES inventory tag displayed in a conspicuous place.

Office Memorandum •

STATE DEPARTMENT OF HEALTH
AND ENVIRONMENTAL SCIENCES

TO : Project Number
FROM : State WIC Staff
SUBJECT : Equipment Purchased

DATE:

Name of Item _____

Serial Number _____

Purchased From _____

Date Purchased _____

Cost _____

Attach to expenditure report for month of purchase. This is a requirement for inventory purchases. When we receive the memo, you will in turn receive a number to attach to your equipment.

- d. The State Inventory Worksheet must be logged whenever new equipment is purchased. An updated copy of this worksheet must be sent to the State Office during the last week of December each year for audit purposes. List equipment with acquisition costs of \$200.00 or more. Do not list equipment costing less than \$200.00.
- e. In the event the project ceases its "local agency" relationship with DHES, all equipment and supplies must be returned to DHES.
- f. Notify State Agency personnel whenever equipment becomes obsolete or worn out. The State will make arrangements for purchase of new equipment if necessary.

V. BUDGET STATUS

A. Estimating Your Budget Status

1. Contract Requirements

Local agencies will be reimbursed only for personnel approved in the contract and at a monthly rate no more than 1/12th (8.3%) of the funds allocated for personnel. Line items for operating expenses (travel, supplies, etc.) can be overspent by 10% only if some other area is underspent to make up the difference. All information requested on the expenditure report must be filled in before reimbursement is made. This includes personnel hours, year- to-date expended, balance of budget, etc. Because funding for the WIC Program is very tight nationwide, and because there have been no increases in the Program, staying within the authorized budget is critical. Any overspending of WIC budgets will have to be made up from other funds.

2. How to Estimate

The easiest way to estimate your budget status is to compare your spending rate for each category (line item) to the recommended spending rate found on the attached chart. As you figure out whether or not your spending rate is "in line," you can make necessary adjustments to it. This ongoing budget analysis will help prevent the overspending of your WIC budget.

Computing Your Spending Rate

At the end of each month:

Add together by line item:

- (1) expenditures -- what has been paid for services or goods already received? Money spent. (personnel, indirect, etc.) From the month's expenditure report

plus

- (2) what is owing for services received in the month but not yet paid (rent, for example, which might only be paid quarterly).

Divide the total of expenditures and obligations by the amount budgeted for the line item. Determine whether the line item is a fixed or a variable expense. Find the right column for fixed or variable, and the right month for your calculations. Compare the percentage you have as a result with the recommended percent spent for the month. This will tell you at a glance whether or not you are staying within your budget limitations.

3. Projections

After you have checked your current spending rate, you can also project your expenses to the end of the fiscal year, including in that figure any anticipated one time expenses. One time expenses might include nutrition education materials not yet purchased, funds set aside for a spring workshop, a June rent increase and so forth. Projecting to the end of the year will tell you whether or not you have left sufficient funds for the one time as well as ongoing expenses, and will alert you to a need to underspend a line item if it is necessary. It will also help you to see that if you have overspent a line item because of a one time expense (such as all the nutrition education materials purchased at the beginning of the year) you need to cut back on your spending in that line item until it is back within the recommended spending rate.

Fixed expenses include personnel, indirect costs, rent, monthly telephone charges, any expense that is unavoidable for the operation of your agency. You are the best judge of which expenses fit this category. Variable expenses include supplies, travel, nutrition education materials, etc. These expenses can be delayed, cut back, or in some cases even dropped if additional funds are needed for fixed expenses which are more difficult to control. By careful analysis of your budget, you will be able to operate your WIC Program within available funds.

4. Example

An example of an expenditure report and worksheet for figuring out the spending rate follows. In this example, it is shown that while \$19,751 is shown as spent, obligated and spent is \$20,041, leaving a balance of only \$4,166. In addition, the line item "nutrition education" is overspent for the time elapsed and expenditures in this category will need to be watched to avoid overspending, particularly as there are no funds evident in other categories to take care of any overspending. Obligations were incurred for April rent, April telephone charge, a nutrition education film received, and travel. These services are already received, but not yet paid for.

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RECOMMENDED SPENDING PATTERN UNFORMATTED

		Variable Expenses Recommended % Spent	Fixed Expenses Recommended % Spent
1st Qtr Allocation	July	32.8	33.3
	August	66.1	66.6
	September	100.0	100.0
	October	33.0	33.3
	November	41.0	41.2
Total Budget	December	49.1	50.0
	January	57.1	58.3
	February	65.2	66.6
	March	73.2	75.0
	April	81.2	83.3
	May	90.5	91.6
	June	100.0	100.0

Variable Expenses: Travel, supplies, Nutrition Education, Repair, etc.

Fixed Expenses: Personnel (and indirect), rent, telephone services, etc.

VI. Fiscal Year-end Closeout

- A. Expenditures must be separated and placed in correct fiscal years for audit purposes. Fiscal year-end cut-off dates for WIC administrative expenses occur at June 30 (state contract year) and September 30 (federal year).
- B. Procedures
 1. The easiest, most direct way to account for Program expenses is to pay them before the fiscal year ends:
 - a. Program expenditures for supplies, equipment, etc. should be ordered two or three months prior to June 30 (state contract year) or September 30 (federal year).
 - b. Receive and pay bills prior to June 30 or September 30 (fiscal cut-off dates).
 2. Items which are purchased prior to fiscal year-end, but not paid until after June 30 or September 30 must be listed on the Accrual Report Form.
 - a. Complete the Accrual Report Form in addition to the monthly expenditure report at fiscal year-end periods. Submit both forms together to the State Agency.
 - b. When all items listed on the Accrual Report are received and the bills paid, submit a revised final year-end expenditure report and the final close-out Accrual Report.
 - c. Send final revised Expenditure and Accrual Reports to the State Agency before September 30 and December 31 for closing-out state and federal fiscal years respectively. Any revised reports received after 90 days from fiscal year-end periods are not eligible for payment with WIC funds.
 - d. Inform the State Agency if no revised Expenditure Reports are to be submitted at fiscal year-end periods.
 3. Salaries, benefits and some bills (telephone, for instance) may not be in your control. Those not claimed on your year-end month's Expenditure Report must be listed on the Accrual Report to be paid out of what becomes the prior fiscal year.

Supplemental Food Program for
Women, Infants and Children

MONTANA WIC ACCRUAL REPORT

Local Agency: _____

Date: _____

Check if State Fiscal Year (June 30): _____

OR Federal Fiscal Year (September 30): _____

REMEMBER: Submit this report with your year-end Expenditure Report (due 30 days after the end of a fiscal year). A revised closeout Expenditure Report listing all accruals as paid expenses is due within 90 days after the end of the State or Federal Fiscal Years. List the paid accruals in the adjustment column of your revised report and attach a completed copy of the Accrual Report.

<u>Description</u> <u>the of Expense</u>	<u>Date Ordered or</u> <u>Expense Incurred</u>	<u>Amount</u> <u>Accrued</u>	<u>Paid Date</u> <u>of Accrual</u>	<u>Amount</u> <u>Paid</u>
---	---	---------------------------------	---------------------------------------	------------------------------

Total Accrued _____ Total Paid _____

VII. Nutrition Services Budget

Include a copy of budget proposals, budget requests, or other budget plans for nutrition services.

(From Page 13 of Nutrition Health Plan Packet)

MONITORING

- I. DEFINITIONS
- II. MONITORING PROCEDURES
 - A. State Monitoring of Locals
 - B. State Agency Monitoring Checklist
- III. LOCAL AGENCY SELF-REVIEW
- IV. LOCAL AGENCY EVALUATION OF STATE AGENCY
 - A. Evaluation Form

MONITORING SECTION

- Definitions -

Audit: Examination of the fiscal aspects of WIC for compliance with good accounting principles set forth by USDA and SDHES.

Management Evaluation: USDA's term for reviewing the State Agencies' operation of WIC.

Monitoring: State staff review of local agency program operation.

Monitoring Protocol: Explanation of the procedure followed related to monitoring.

SDHES: Montana Department of Health and Environmental Sciences. Montana's WIC Program operates out of the Health Services Division of SDHES.

Self-Monitoring: Local agency reviewing its own program operations.

Sites: Locations within a county or reservation where drafts are issued to participants.

MONITORING PROCEDURES

State Agency Monitoring of Local Agencies

Purpose: The State Agency staff will perform on-site reviews of all local agencies annually at a minimum of 50% of their sites. These visits will determine compliance with Federal Regulations and State policies and procedures, local agency nutrition education plans, as well as evaluate program quality, and provide assistance to facilitate program improvement.

Levels of Responsibility

Federal: The Regional Office of USDA will perform a management evaluation of the State Agency every two years which includes on-site visits to a representative number of local agencies.

State: The State Agency shall monitor and review the performance of all phases of the local WIC Program every year.

The State Agency shall inform USDA of unresolved problems, delays or adverse conditions.

The State Agency shall provide technical assistance and training to local agencies when necessary and applicable for resolution of monitoring recommendations.

A State Agency staff consisting of a Dietitian and either the Program Coordinator or Administrative Officer visit the local agency to review their records in conjunction with local agency staff.

The Monitoring Worksheet on page X-136 sets forth the questions that will be used to review the WIC records.

Local: The local agency shall maintain the required records for each participant.

The local agency records shall be available to State and Federal agencies for monitoring.

The local agency shall respond and follow-up on recommendations made by the Federal, State or local agency as a result of a monitoring visit.

Monitoring Visit Procedures

1. The State agency staff conducts an entrance interview with local agency personnel before the monitoring.
2. A representative sampling of participant records is selected for review.
3. The State staff conducts an exit interview with the appropriate local agency staff and gives a verbal report of its findings. A discussion of improvement from past visits, resolutions of problems, non-compliance and/or revisions in procedures is appropriate during this interview.

4. Within 30 days after the visit, a written report of the State agency's findings and recommendations is sent to:
 - a. Local Health Officer/County Commissioners;
 - b. Local agency Dietitian and/or Program Manager; with
 - c. Carbon copies to Clinical Programs Bureau Chief and Health Services and Medical Facilities Division Administrator.
5. Within 30 days, the local agency shall respond to the monitoring report stating when corrections, revisions or compliance have been or will be accomplished.
6. If the local agency's corrective action plan is deemed appropriate, and no further actions for correction are needed, the State Agency will acknowledge in writing that the local agency's response is acceptable.

If major areas of concern remain uncorrected or are not addressed in the corrective action plan, a follow-up visit may be scheduled.

NUTRITION REVIEW
ON-SITE VISIT

CHART AUDITS. COMPLIANCE REVIEW

Select a sampling of WIC client clinic records to audit for compliance with federal regulations, Montana State WIC Program plan and associated issued policies. Strive to review records of a minimum of 5% of total persons currently certified eligible. Plan to review records of a minimum of 10% of total persons certified ineligible within the past year.

1. Is physical data correctly recorded and plotted? [246.7 Certification]
2. Is dietary record present, evaluated correctly, signed, and dated for each certification? [246.7 Certification]
3. Is health history information (from well child or prenatal visits) available for use in the nutrition assessment of the applicant? [246.7 Certification]
4. Is certification signed by registered dietitian? [Montana WIC Program State Plan]
5. Are notifications of health services documented as having been provided to the client? [246.7 Certification]
6. Are basic contacts provided and documented for each certification? Are all nutritional risk factors identified? Priority correctly stated? Person correctly certified with respect to risk? [246.9 Nutrition Education]
7. Are secondary/high risk contacts provided to the highest risk clients? Do secondary contacts address the nutrition problems identified? Is a written nutrition care plan present for all high risk clients? [246.9 Nutrition Education]
8. Have the proper number of vouchers (maximum 1 food package per month) been issued during a certification period? [246.8 Supplemental Food]
9. Is food package prescription present? Is it based on identified nutrition problems? Do the issued vouchers match the written prescription? [246.8 Supplemental Food]

ADDITIONAL ITEMS TO BE REVIEWED

1. Is a written caseload management plan present? Does it include a written plan of outreach? [246.7 Certification]
2. Is there a waiting list? How is the waiting list handled? [246.7 Certification]
3. Select a sampling of records to audit for assessment, identification, planning and management of a specific nutrition problem.
4. Review protocols for referrals to physicians and other health care providers.
5. Review plan for outreach goals and objectives.
6. Review local agency health services, policies and procedures.
7. Review local agency professional, technical references and resources for use in planning and managing nutrition care of patients.
8. Discuss possible plans for improving accuracy of dietary intake assessment in your clinic. What computer resources could be considered?
9. Review together various aspects of the Montana WIC Program Policy and Procedure Manual. What problems or discrepancies have been encountered? What edits, additions or corrections are suggested?
10. What innovative management methods, protocols or plan of nutrition care have been developed that could be shared with other agencies?

WIC Program
Nutrition Services
Montana State Department of Health and Environmental Sciences

MN/war-80
March 1, 1985

NUTRITION REVIEW
WIC PROGRAM

PRELIMINARY WORK PRIOR TO ON-SITE VISIT

1. Review most recent report RP14002 WIC CERTIFICATION SYSTEM, FAMILY NUMBER LIST OF CERTIFIED ELIGIBLE CLIENTS for the clinic. Select 10 clients who have compound or complex nutritional problems. Review relevant literature references and suggested nutrition care plans. Prepare for discussion of these cases with the local agency dietitian.
2. Review most recent report RP14003 WIC CERTIFICATION SYSTEM, NUMBER OF OCCURRENCES OF NUTRITIONAL PROBLEMS for the clinic. Note the ten nutrition problems which show to be occurring most often at the time of certification of the clinic population. Select five of these nutrition problems for discussion with the local agency dietitian.
3. Review most recent PEDIATRIC NUTRITION SURVEILLANCE reports. What nutrition problems occur at a rate higher than the statewide average? At a rate lower than the statewide average?
4. Review annual NUTRITIONAL HEALTH PLAN of the local agency. What objectives are described for WIC? What dates are set for accomplishment of those objectives? What assistance, if any, was requested? What assistance can be provided?
5. Review local agency WIC caseload management plans. Does the plan adhere to federal regulations, state plan and state policy and procedure manual? Does the plan provide for persons of the greatest nutritional risk to be served first?
6. Review WIC food package costs for clinic for the most recent period available. How does this clinic compare with other clinics?
7. Review recent history of duplicate WIC vouchers, lost and unused vouchers. Note family and member number of vouchers involved, and the local agency explanations given.
8. Review recent correspondence files. Note relevant unanswered or unfinished business needing attention. Plan how it will be addressed.
9. Communicate with state agency WIC staff regarding recent problems or new information which is relevant and helpful to an on-site review.
10. Contact the SDHES nursing consultant for that region and request briefing on recent activities in this local agency, which may have bearing on the planned visit.
11. Know the names of current local agency nutrition staff, their positions, and their general responsibilities. Know the names of community health nurses, health officer or tribal board chairperson, key direct health service providers in the area, and others as appropriate.

MH/war-80
March 1, 1985

WIC Local Agency Monitoring
Administrative Services
Worksheet

Agency: _____ Confirmed Visit Date: _____
 Address: _____ Location: _____
 Telephone: _____ Project Director: _____
 Agency Code: _____ Project R.D.: _____
 No. of Sites: _____ Health Officer: _____
 Office Hours: _____ Service Unit Director (If applicable): _____
 Current Fiscal Year Contract Amount: _____

 Section I. State Agency Records

Regulation Reference	Item	Yes	No	Initials
246.6(a)	A. Current signed agreement on file? Date signed: _____			
	1. Current signed satellite agree- ment(s) on file? County and Date(s) signed: _____ _____ _____			
246.12(f)	2. Current Vendor contracts on file? # _____ Any outdated? # _____ Which ones? _____ _____ _____			
246.12(i)	3. Current Vendor monitoring reports on file? # _____ Any outdated? # _____ Which ones? _____ _____ _____ _____ _____			

Regulation Reference	Item	Yes	No	Initials
246.6(b)(6) 246.25	B. Are monthly participation reports received on time? Comments:			
	C. Are daily log sheets received on a timely basis? Comments:			
246.13(a)	D. Are expenditure reports submitted on time in accordance with negotiated Agreement? Comments:			
	1. Are expenditure reports accurate? Comments:			
	2. Were any expenses since the last monitoring visit questionable? Describe (with date of report):			
246.14(c)(1)	E. Are nutrition education expenses documented?			
246.6(b)(6) 246.25 246.7(b)(4)	F. Are certification records received on a timely basis?			

1. Are they accurate and complete?
Comments:

246.12(N),(s)(ii) G.
246.13

- Are the draft exception lists kept up to date?
Comments:

1. Are the 60 day deletions kept up to date?
Comments:

2. How many stop payments and voids were received from this Agency in the last three months? _____
Comments:

246.12(i)(1)

- H. What problems with local vendors are evident from drafts cashed?

1. How has the local agency responded to notice of such problems, if any?

246.12(i)(2)

2. List specific high-risk vendors to be monitored:

Regulation Reference	Item	Yes	No	Initials
-------------------------	------	-----	----	----------

Title VI 1964
Civil Rights
Act 246.4(a)(19)

- I. What was the ethnic breakdown of participants as given in the last racial ethnic report?

1. How does this compare with the local population listed in the latest census report?

246.3(b)

- J. Were staff in attendance at the last state workshop?
Comments:

246.20(d)

- K. When was the last independent financial audit conducted? _____
By whom? _____
Copy to State Agency?

- L. Inventory Control Worksheet.

List # of State owned equipment to be checked:

- M. General comments to assist monitor:
(Include note of any fair hearing claims, vendor or participant abuse cases, etc. in the last year, or anything else that should be monitored locally) including issues addressed in the last monitoring report or audit.
Comments:

Section II. Local Agency On-Site Review

A. Persons present at entrance conference.

Comments:

B. Facilities. (Repeat for each site)

1. Where is the clinic conducted?
Describe:
2. How close are the facilities to
adjunct health care?
3. Is space adequate for the WIC
activities?
4. What geographical area does this
clinic serve?
5. Is this consistent with the ser-
vice area of the Agreement?

246.8

C. Office Management

1. Are the office hours posted?
List if different from state
agency record:
2. Are the Civil Rights poster
and Fair Hearing procedure
posted in a prominent place?
If not, where are they currently
located?
Describe the problem with that
location:

246.25
246.6(b)

3. Are the following present easily
accessible to staff:
 - a. Current WIC regulations?
 - b. Current State Plan?
 - c. Current Policies and Proce-
dures Manual?
 - d. Copy of current satellite
Agreement(s), if any?
 - e. Vendor files?

246.25(a)

4. Is the file organization clear and
understandable?
 - a. Do the files demonstrate
coordination of data collec-
tion, if applicable?
Notes and comments on file
organization:
5. Are client files and certification
record reports kept in a secure
place (locked file, safe, etc.)?
Who has access? List:

246.13(a)

D. Inventory

1. Is state owned equipment tagged (greater than or equal to \$200)?
2. Can you account for all numbers listed on the inventory control worksheet?
List any that cannot be located.

3. If the equipment is not located in the WIC clinic area, where is it located?

_____ Location _____

_____ Location _____

_____ Location _____

Any comments about the operating condition of the equipment?

246.12

E. Drafts Management

1. Are drafts kept in a secure place (locked cabinet or safe)?
2. Who has access? List:

3. Is a physical inventory conducted every month to track draft usage and account for any discrepancies?

Regulation Reference	Item	Yes	No	Initials
-------------------------	------	-----	----	----------

246.8
Title VI 1964
Civil Rights Act
246.4(1)(a)(16)

F. Civil Rights

1. Is the non-discrimination clause on all forms used by clients?
2. If there are significant number of limited English or non-English speaking participants, are adequate materials and translators available? Describe - attach samples if applicable:
3. Does the waiting list reflect the ethnic make-up of the currently certified eligible participants? If it does not, how does it deviate?
4. Are certification records for all participants denied program benefits on file?
5. Are denied applications disproportionately composed of minority applicants?
Comments:
6. Are these separate waiting facilities for the purpose of segregation?
7. Are operational procedures (certification process, office hours, etc.) designed in a manner that does not have the effect of discriminating against persons based on race, color, or national origin?

246.12(f)(2)(x)(xv)

8. Are food vendors serving all persons equally and are WIC program participants treated the same as other customers?
Comments?

246.4(a)(7)

9. Are all potential participants advised of program availability and eligibility standards throughout the year?

246.8 Title
VI 1964 Civil
Rights Act
246.4(a)(16)

10. Has training been provided and documented for all new employees and current employees to the extent that these persons are competent in Title VI Civil Rights Compliance and Enforcement?
Describe the documentation:

246.3(d)(4)
Title VI 1964
Civil Rights Act

11. Does the staff reflect the minority make-up of the population?
12. Does the staff know the procedure for filing Civil Rights complaints?
13. Have any complaints of civil rights violations been filed against the agency since the last monitoring visit?
- a. If any, how did the L.A. handle the complaint? When was it received?
When was it passed to the state office?

246.7(d)(3)
246.7(f)

G. Waiting List

1. Is there a waiting list?
- a. How is it used?
- b. Are there any problems with it?

2. How many are on the waiting list by each priority?

 I II III IV V

- a. Average number of days on the waiting list for each priority?

 I II III IV V

246.7(K)

3. Are transfers and migrants placed ahead of all others on the waiting list?
Other comments on the waiting list:

246.6(b)(7)
246.13

H. Financial Management

Months and/or objects of expenditure chosen for sample audit? _____

1. Describe method of bookkeeping. _____

2. Are receipts on file to document expenditure reports?

- a. Are they easily accessible?
- b. Describe where and how they are filed:

246.14

3. Are all costs examined allowable WIC expenses?
If no, describe:

4. Do payroll time sheets support reimbursement requests?

5. Was all staff time charged to WIC actually spent on WIC program activities?
Exceptions found:

246.3(d)(4), (e) I. Staffing

1. Is staff on payroll in line with staff authorized in current Agreement?
If not, what is the discrepancy?
2. Does the local agency use volunteers or others not paid by WIC?
If yes, in what capacities?
3. What types of training are available to local WIC staff (for both new employees and in-service for staff).
Describe:
4. Are there any staffing difficulties?
Describe:

246.4(a)(13)(iii)

246.12(f),(g) J. Vendors

1. Have all eligible vendors been offered contracts at least once annually?

246.12(h)

2. Describe the training that has been provided to vendors since the last monitoring visit.
 - a. When was the training provided?
 - b. What file documentation is there for vendor training?
3. When are the price lists updated?
 - a. Date(s) of the current price list(s):

General Comments:

246.12(k),(f)

4. Vendor Abuse/Problems
 - a. If there have been vendor abuse or problems, how has this agency attempted to solve the problem (list telephone, etc.). Describe the problem:

- b. Has the problem been resolved?
Is so, how?
- c. Date of last visit to this
vendor?
- d. Is documentation of the above
in the vendor's file?
- e. Did local agency staff request
state assistance for this
problem?
Any other problems? If so,
describe:

Any state staff recommenda-
tions:

- f. Attach monitoring notes of any
(high risk) vendors monitored
on this visit.

K. GENERAL COMMENTS

Persons Present at Exit Interview:

WIC State Staff Signature

Date

Clinic Name: _____

Clinic Number: _____

[illegible]

LOCAL AGENCY REVIEW OF THEIR OWN OPERATIONS

Purpose: Federal Regulations require that each agency establish a system by which they review their own program operations and that of their satellites annually.

What Criteria Shall Be Used for Review? The local agency may use the State's Monitoring Checklist, a modification thereof, or a system which they develop to review their program operations.

Documentation of Review: Local agencies shall maintain results of their reviews on file for review by the State team during the annual monitoring visit.

Local Agency Evaluation of the State Agency Program Operations

Purpose: To help the State Agency determine what services are needed by local agencies.

Who Completes: Local agency staff. It is not necessary that this report be signed.

When Completed: Once a year to be sent to the State Office by March 1.

The State Office will summarize results and send to local agencies for their information. The State Agency will also list how they will meet suggestions for improvement.

SUPPLEMENTAL FOOD PROGRAM FOR WOMEN, INFANTS & CHILDREN (WIC)
MONTANA STATE AGENCY EVALUATION

WIC PROGRAM _____ DATE: _____

LOCAL AGENCY EVALUATION OF STATE WIC PROGRAM OPERATIONS

INSTRUCTIONS: Please complete this form and return it to the State WIC Office by March 1, 1981. Please give a specific example when referring to a problem and your recommendation for a solution. Please confine your comments to the events in the last year and use additional sheets of paper as necessary.

I. ADMINISTRATION

- A. Has your agency had sufficient input on Montana WIC Program policies and procedures? If no, please give specific areas of concern. _____
- B. Monitoring of Local Agency Operations
1. Do you feel the most recent assessment is fair? If no, please specify concerns. _____
- C. Available State Forms
1. Which forms could be made better? Please give specific recommendations. _____
2. Are form orders filled promptly? _____ If no, please give specifics. _____
- D. Financial Assistance
1. Has your agency received adequate assistance in interpretation and utilization of financial reporting forms? _____
- E. Please list any suggestions for simplifying or improving the food delivery system. _____

II. COMMUNICATIONS

- A. Are collect telephone calls to the state office returned promptly? _____
- B. Are memos from the state office:
1. Clear and concise? _____ If no, give specifics. _____

2. Appropriately consolidated? _____ If no, give specifics. _____
3. Too many? _____ Not enough? _____
- C. Has the state office listened to your program needs and complaints and responded adequately? _____
- D. Have you received conflicting information from state agency staff? _____
If yes, please give specifics. _____
- E. Has the state agency staff been courteous in their communications with you? _____
If no, please give specifics. _____

III. TECHNICAL ASSISTANCE

- A. Has the state agency provided sufficient technical assistance in:
Interpretation of regulations? _____ If no, please give specifics. _____
- B. Responding to local agency requests in resolving monitoring visit recommendations? _____
- C. Is technical assistance "problem oriented," e.g., does it meet your agency's needs? _____ If no, please give specifics. _____
- D. Providing local agency training:
1. Please comment on the frequency and type of state agency workshops you would like to attend: _____
 2. Does state training meet your agency's needs? _____ If no, please give specifics. _____
- E. Please comment on content, quality and quantity of nutrition assessment materials provided by the state agency: _____

(Signature of Person Completing Form)

(Date Completed)

FORMS AND PAMPHLETS

INSTRUCTIONS FOR ORDERING

A. Preprinted (supplied by the State)

B. Special Orders

ORDER FORM

ORDERING FORMS AND PAMPHLETS

- A. Preprinted: Fill in order form and send original and yellow copy to State Office. Keep the pink copy for your records. Allow 2 weeks for delivery. Supplies should be reviewed and ordered quarterly. You should keep a 3-month supply on hand. Supplies will be sent to you with a copy of your order form.
- B. Special Orders: If local agency has developed a WIC Program form or pamphlet which meets a special need, it should first be sent to the SDHES for approval and printing.
 - 1. Send the State Office a neatly typed original or camera-ready copy suitable for printing. Be sure to include the following statement: "Rules for acceptance in the WIC Program are the same for everyone, regardless of race, color, national origin, age, sex or handicap. If you feel you have been discriminated against in any USDA-related activity, write immediately to the Secretary of Agriculture, Washington, D.C. 20250."
 - 2. Specify the number of copies desired, weight and color of paper, whether form should be printed on front only, or front and back, and any other special instructions. Allow 4-5 weeks for printing and mailing if form or pamphlet is approved.

NOTE: Special printings are dependent upon available funds.

Supplemental Food Program for Women,
Infants and Children (WIC)
Montana WIC ORDER FORM

Agency Name: _____

SHIP TO: _____

Date Needed (*): _____

INSTRUCTIONS: 1) Fill in the amount requested. If a special order is being made, enclose the original item or a photocopy suitable for reproduction, and specific instructions.

2) Send the white and yellow copies to the State Agency. Keep the pink copy for your file; destroy upon receipt of the order.

INSTRUCTIONS: 1) Fill in the amount requested. If a special order is being made, enclose the original item or a photocopy suitable for reproduction, and specific instructions.
2) Send the white and yellow copies to the State Agency. Keep the pink copy for your file; destroy upon receipt of the order.
3) All items (except special orders) will be back-ordered if not in stock and sent to you as soon as possible. For special orders, please allow four-six weeks for delivery. All Special Orders are dependent upon available funds.

[illegible]

COMMENTS:

Yellow copy: State Agency

X-159

Certification Record - I. 3 part certification record form.
 Certification Record - II. Financial Statement.
 Certification Record - III. Participant Rights and Responsibilities.
 Log Sheets
 Progress Notes
 Infant Boys Height/Weight Growth Chart (0 to 36 Month)
 Boys Height/Weight Growth Chart (2 to 18 years)
 Infant Girls Height/Weight Growth Chart (0 to 36 Month)
 Girls Height/Weight Growth Chart (2 to 18 years)
 24-hour Recall and Diet History for Women
 24-Hour Recall and Diet History for the Child 1-5
 Infant Nutrition Assessment Form
 Prenatal Weight Gain Grid
 Prenatal Information Form
 Documentation of Prenatal Care Form.
 Nutrition Problems, Codes, Criteria and References for Public Health Nutrition Services. SDHES and
 MDA. Reference Document.
 Food Choices, The Montana WIC Program
 WIC Authorized Food and Price List
 WIC Vendor Application
 WIC Vendor Agreement
 WIC Vendor Monitoring Checklist
 Monthly Blank Sight Draft Inventory Report
 WIC Monthly Expenditure Report Form
 WIC Draft Receipt Forms
 Authorized Signature for Signing WIC Drafts
 Nutrition Care Plan Form
 Draft Exception List
 Vendor Collection Letter
 Stop Payment Request
 WIC Order Form
 WIC Participant Fraud Form
 Individual Fair Hearing Procedures
 Fair Hearing Card
 Release of Information Form
 WIC Ineligibility Notification Letter
 Participant Questionnaire (Re: Vendors)
 WIC Appointment Cards (Blue)
 WIC Brochure
 WIC Poster
 Civil Rights Poster "And Justice For All"
 Poster "We Accept WIC Vouchers"
 Vendor Invoice
 Order Form for Key Nutrient Pamphlets and Lesson Plans
 "The First Twelve Months." Infant feeding guide.
 Women: Foods for a Good Daily Diet
 Children: Foods for a Good Daily Diet
 Vendor Address Labels
 SDHES Address Labels

COMPLAINTS

- I. COMPLAINTS
 - A. Acceptance
 - B. Time Limit
 - C. Information
 - D. Minimum Information Needed
 - E. Reporting Format
 - F. Notify State Agency
 - G. State To Notify Local Agency
 - H. Investigation

COMPLAINTS

I. COMPLAINTS

- A. All written or verbal complaints about any part of the operation of WIC in Montana shall be accepted and processed within 30 days of receipt by the State or any local WIC agency.
- B. Any person alleging improper treatment, discrimination or other wrong doing must communicate to the State or any local WIC agency said mistreatment within 180 days of the alleged action. (See Page 29 of Section III.)
- C. All complaints, written or verbal, shall be accepted. Information submitted must be sufficient to identify the agency or individual involved.
- D. In the case of a verbal or telephone complaint, every effort should be made to collect the following:
 - 1. Name, address, and telephone number of complainant, or other method of contacting the complainant;
 - 2. Nature of the complaint;
 - 3. Vendor name, if involved;
 - 4. Local WIC agency, if involved.
- E. No specific reporting form is required. However, a full record of all contacts and activities related to the complaint must be maintained on file in the receiving agency's office in order to track the action taken to address the complaint.
- F. Local agencies shall notify the State Agency of any complaint(s) received and request guidance for disposition of the complaint.
- G. The State Agency shall notify a local agency of any complaint(s) received concerning their jurisdiction.
- H. Investigation and resolution of complaints will be handled on a case-by- case basis, with all pertinent facts considered.

SECTION XIII
NUTRITION EDUCATION

NUTRITION EDUCATION

	<u>Page</u>
1. Introduction	XIII-1
2. Local Agency Nutrition Education Plan	XIII-1
3. In-Service/Education of WIC Personnel	XIII-1
4. Responsibilities of Local Agencies in Achievement of an Effective In-Service Program	XIII-2
5. Determining/Meeting Educational Need	XIII-2
6. Participant Instruction	XIII-3
7. Nutrition Education Materials	XIII-4
8. Nutrition Education of Minority Populations	XIII-4
9. Client Input in Nutrition Education	XIII-5
10. Documentation of Nutrition Care	XIII-5

NUTRITION EDUCATION

1. Introduction

- a. Nutrition education is an independent component of the WIC Program, equal in importance to the provision of dietary supplements and dependent upon individual nutritional needs. It is provided as a benefit of the Program at no cost to the participant. Nutrition education within the WIC Program is designed to achieve the two broad goals of:
 - i. Emphasizing the relationship between proper nutrition and good health with special attention to the nutritional needs of pregnant, post-partum and breastfeeding women, infants, and children under five years of age, and
 - ii. Assisting the individual who is at nutritional risk to achieve a positive change in food habits, resulting in improved nutritional status and in the prevention of nutrition related problems.

2. Local Agency Nutrition Education Plan

- a. The local agency nutritional health plan is submitted as part of the local agency's grant application. The plan addresses the following areas:
 - I. Introduction. Scope of the Plan.
 - II. Evaluation of Previous Year's Nutritional Health Plan.
 - III. Interrelationship of Community Resources.
 - IV. Referral Agencies.
 - V. Description of Population Served.
 - VI. Data Describing Prevalences of Nutritional Problems.
 - VII. Objectives for Alleviating Nutritional Problems.
 - VIII. Materials and Resources for Nutrition Care of Clients.
 - IX. Nutrition Personnel.
 - X. Continuing Education and Training Needs of Nutrition Personnel.
 - XI. Programs/Services Budgets.
 - XII. References.

3. In-Service/Education of WIC Personnel

- a. Local agency staff involved in nutrition assessment and education will fulfill their need for continual improvement and increased knowledge, skills and abilities through training arranged and/or provided by the state agency WIC staff and local agencies supervisors. Responsibilities of the state agency in the provision of training opportunities include:
 - i. annual training session for local staff and others involved in nutrition assessment or education, designed to improve skills in these areas,

- ii. a nutrition communique, designed specifically as an update of current nutrition issues and concerns,
 - iii. on-going provision of pertinent professional reading and other material to agency nutritionists.
4. Responsibilities of the Local Agencies in the Achievement of an Effective In-Service Program include at a minimum:
- a. Encouragement of attendance by appropriate personnel at all training sessions offered or arranged through the state agency,
 - b. Completion, when requested, of evaluations regarding the content and benefit of education/training received,
 - c. Review of all recommended readings and nutrition background materials provided to local agency staff by the state agency,
 - d. Development and maintenance of an active system which makes available to all WIC staff the nutrition education materials provided by the state agency.

5. Determining/Meeting Educational Need

- a. The development of a plan of nutrition education for a client will best meet the individual's need if based upon the following:
 - i. Nutrition problems identified; based on the following data:
 - individual dietary history or dietary recall
 - anthropometric measures
 - biochemical tests
 - clinical assessment
 - ii. Care Plan
 - Each individual client will have a care plan which addresses the nutritional problem identified by the competent professional authority, based on the data i.
 - This plan will include intervention, appropriate referral, and follow-up.
 - iii. Professional's evaluation of likely response to individual versus group counseling, provision of reading materials, level of interest and comprehension, etc.
 - iv. Client's verbal expression of needs.
- b. Individual clients shall not be denied supplemental foods for failure to attend or participate in nutrition consultation or education activities.

- c. The plan for education over the six month certification period is arranged with the client at certification and agreed upon as a mutual responsibility to be accomplished through the program. Schedule for educational contacts will be determined at the time of certification and explained to the client.
- d. In-home education sessions are conducted for high-risk participants when necessary.
- e. The plan for education will be supported by other involved health professionals and appropriate agencies.
- f. Client progress in meeting the agreed goals of the care plan will be evaluated at the clinic visits and at time of recertification.

6. Participant Instruction

- a. During each certification, all adult participants, the parent/guardian of infant and child participants, and the children themselves when possible, are provided, through individual or group sessions, a minimum of two contacts as defined in the federal regulations.
- b. A client contact must be made at the time of certification, and must include all of the following:
 - i. Explanation of the client's nutritional risk condition and ways to achieve adequate nutritional status and diet.
 - ii. For parents/guardians of clients, guidance in meeting the dietary needs of the participant by a method appropriate to the infant's or child's development, i.e., recommended infant feeding practices.
 - iii. The nutritional contribution of the supplemental foods.

The importance of supplemental foods being consumed by the client for whom they are intended in order to alleviate the particular health condition.
 - iv. The purpose and benefit of WIC as a supplemental food program.
 - v. For all pregnant women, encouragement to breast feed.
- c. The contact must be specifically and directly relevant to the identified nutrition problems, and must be appropriate to the client's needs.
- d. Important nutrition information is also sent to the participant's primary health care provider whenever appropriate.
- e. Additional client contacts must consist of instruction on one or more of the identified problems discovered at the time of certification, plus additional nutrition topics at the local agency's discretion:

- i. The participant's particular nutritional needs according to the category of eligibility, that is, pregnant, breastfeeding, post-partum woman, and infant or child.
- ii. The relationship of diet to health.
- iii. The benefits of consuming a variety of foods in addition to those provided by the program.
- iv. Nutrients of special interest or need to the participant.
- v. Desirable changes in eating patterns and methods for accomplishment.

7. Nutrition Education Materials

- a. The following reference books and materials have been supplied by the Department for use in nutrition consultation to WIC clients, and must be located on-site at each local agency:
 - i. Frankle, R.T. and Owen, A.V., Nutrition in the Community. The Art of Delivering Services, C.V. Mosby Co., St. Louis, MO., 1978.
 - ii. National Research Council, Food and Nutrition Board, Alternative Dietary Practices and Nutritional Abuses in Pregnancy. Summary Report., National Academy Press, Washington, D.C., 1982.
 - iii. Paige, David M., Clinical Nutrition, Manual of Clinical Nutrition Supplement Vol. 3, No. 3, May/June, 1984.
 - iv. Pipes, P.L., Nutrition in Infancy and Childhood, 2nd edition, C.V. Mosby Co., St. Louis, MO., 1981.
 - v. Reese, J. and Manahan, K., Nutrition in Adolescence, C.V. Mosby Co., St. Louis, MO., 1984.
 - vi. Twin Cities Diabetic Association, Manual of Pediatric Nutrition. Minneapolis, Minnesota. 1983.
 - vii. U.S. Dept. of Health and Human Services, Public Health Service Centers for Disease Control, Nutrition Division, Health Services Administration, Bureau of Community Health Services, Weighing and Measuring Children: A Training Manual for Supervisory Personnel, Atlanta, GA., and Rockville, MD. November, 1980.

8. Nutrition Education of Minority Populations

- a. In providing equal and satisfactory nutrition education to migrant, Indian, South East Asian, and other minorities, all of the policies and procedures regarding instruction, participant input, and monitoring of the educational process apply to the servicing of minorities within the WIC Program.

- b. Educational materials at the local agency can be made available in foreign print as needed. Formal education for migrants is provided by bilingual staff as necessary.

9. Client Input In Nutrition Education

- a. Clients are provided the opportunity for input into the nutrition education component of the WIC Program through the following practices:
 - i. Elicitation of client desires for receiving education on a particular topic (design of the individual education plan) at the time of certification.
 - ii. Provision of opportunity for written comment and evaluation at least annually.
 - iii. Provision of opportunity for verbal comment or professional questioning at all clinic visits.
 - iv. The nutritionist consults with the client prior to establishing an individual nutrition care plan in order to best determine concerns, educational needs, and willingness of the individual.
- b. A program evaluation form to be completed by participants is distributed to all local programs in January. The information is reviewed by the local agency and returned to the state agency for evaluation and for final review and compilation.

10. Documentation of Nutrition Care

- a. Documentation of the consultation or educational contact must be made in the client's record, and is retained as part of the client file. Either a nutrition care plan form or the progress notes may be used for this documentation. Where the information is located on the record is up to the local agency discretion, but should be consistent. For each contact, the following items must be recorded:
 - i. The date, including the year.
 - ii. The name of the individual receiving the education; (will be different than the participant's name in the case of an individual, an infant or child).
 - iii. The content.
 - iv. The educational setting, i.e., individual or group or in-home session.
 - v. The initial of the staff person providing the education. This is not done until the participant has actually received the education. This serves to verify receipt of the education. The participant's refusal or inability to attend or participate shall also be documented.

SECTION XI

XI. FINANCIAL MANAGEMENT SYSTEM

A. Description of System

1. State Agency Responsibilities:

- a. Make drawdowns against the letter of credit by "Request for Funds" form TFS-5805. The amount of funds spent to date, as taken from SBAS (Statewide Budget and Accounting System) printout information, is subtracted from the accumulated total of all funds received to date and on hand at the beginning of the fiscal year. When this amount is low a request is made to USDA for the estimated amount needed for no more than 3 days of operation.
- b. Determine distribution of food dollars and administrative funds to Local Agencies. Administrative funds for Local Agencies are determined by the use of the administrative formula applied to local budget requests.
- c. Set up encumbrances upon negotiation of Local Agency contracts. Once contracts have been negotiated and signed by all parties, the State Agency sets up an encumbrance for the total administrative funds to be used by the Local Agency for the contract period. Contracts in use are indicated in Appendix 19 and 20.
- d. Pay Local Agencies monthly in accordance with contract on expenditure report and vendor invoice requests. Local Agencies must send in expenditure reports with an accompanying vendor invoice for the previous month's expenditures by the 15th of the next month, unless other arrangements have been made. Transfer warrants are used by the State Agency and payments are received by the Local Agencies within the same month.
- e. Maintain documented, accurate and ongoing reports of State Agency expenditures via the SBAS system. Financial records are maintained which account for all expenditures and letter of credit withdrawals for the Montana WIC Program. The SBAS System meets all basic accounting principles as outlined in OMB Circular A-102. The accounting system complies with all general legal provisions and fully discloses the financial position and results of financial operations of the WIC Program.

The accounting system is organized on a fund/account basis (accounting entity). An accounting entity is defined as an independent fiscal entity with a self-balancing set of accounts provided to record assets or other resources together with all related liabilities, obligations, reserves and equities which are segregated for the purpose of carrying on specific governmental activities or attaining certain objectives in accordance with specific regulations, restrictions or limitations.

All financial records and reports are prepared at least monthly and at the close of each fiscal year covering all accounting entities and financial operations of State government.

As a rule, expenditures are charged to the fiscal year in which they were incurred. Expenditures are recorded on the basis of valid obligations when contractual agreements overlap fiscal periods.

- f. Determine budget for State Agency (see Section I, The 1987 Plan).
- g. Operate data processing system for reconciliation of vouchers.
- h. Pay food vendors.
- i. Notify and request prior approval from FNS for any equipment purchases exceeding \$500.00
- j. The Property Accountability Management System (PAMS) is the inventory control system utilized by the Montana WIC Program. Entries to PAMS are listed as a subsystem to the Statewide Budgeting and Accounting System (SBAS).

The PAMS System lists:

- | | |
|----------------------------|---------------------|
| a. Description of Purchase | g. Funding Source |
| b. Inventory Number | h. Inventory Date |
| c. Cost | i. Condition |
| d. Acquisition Data | j. Estimated Life |
| e. Used or New | k. Program Assigned |
| f. Location | |

Local agency procurement procedures are listed on page III-C-31 of the WIC Policies and Procedures Manual.

3. Local Agency Responsibilities:

- a. Submit line item budget requests for the contracting period following guidance provided by the State Agency.
- b. Submit monthly expenditure reports and vendor invoice requests for payment.
- c. Implement a financial management system that allows for accurate, documented, on-going financial information on WIC funds received and expended.
- d. Provide accurate data for inclusion in the certification and accounting systems by the State Agency..
- e. Submit Nutrition Education accounting data during September, 1987, in the format described in Appendix 11.



SECTION XII
DISTRIBUTION OF ADMINISTRATIVE FUNDS

XII. DISTRIBUTION OF ADMINISTRATIVE FUNDS

A. Start-up Funds

1. If and when expansion monies are available, any new local agencies will receive start-up funds in accordance with DHES contractual policy and applicable state law.

B. Advances

1. Advances are provided to local agencies in accordance with standard contractual, encumbrance, and recovery policies of DHES.

C. Administrative and Program Services Costs

1. Administrative awards to local agencies will be based upon prior year expenditures and a review of the cost-efficiency and cost-effectiveness of agencies including at a minimum, the following:
 - a. Current staffing ratio for both certification and assessment and nutrition education for your projected caseload;
 - b. Administrative cost per participant;
 - c. Utilization of in-kind services;
 - d. Administrative monitoring results and corrective action plan completion;
 - e. Plan for reaching high-risk participants (Priorities I, II, and III).
2. In addition, all local agencies will be evaluated subjectively by State Agency staff in relation to actual expenditures; our knowledge of recruitment activities and staff needs; number of migrants served and clinics required for migrants; proposed budgets; and any other pertinent special needs. This review will constitute the basis for "discretionary awards."
3. The base grant and discretionary awards will be added together to arrive at a total for a given fiscal year.

SECTION XIII

XIII. FOOD DELIVERY SYSTEM

A. Current System in Use

1. State Agency Responsibilities:

- a. Provide a uniform food instrument (FI) which is similar in appearance to a check. This document is used by all Local Agencies. They are printed in duplicate and have a unique numbering system - numerical sequence, by project number. The date of issue, which is entered by local agency personnel, is the first date the FI can be used by the participant. The last date the FI can be used to purchase the authorized supplemental foods is 30 days from the date of issue and is also entered on the face of the FI by the project staff.

The FI shows the maximum value as \$40.00 and lists the foods authorized by generic and/or brand name, amounts and estimated price. Space is provided for signature of the participant. The first signature is obtained when the FI is issued; the second is obtained when the participant purchases the allotted food. This signature is used by the food vendor for verification of identification.

WIC FI's contain pre-printed numbers at the bottom of the FI (magnetic ink character recognition - MICR). These pre-printed numbers identify the Federal Reserve Bank, the local bank and the account number. After the FI is paid, the amount paid is added by the bank. This coding allows FI's to be sorted in clinic through the use of the county numbering system, one (1) through fifty-six (56), and seven additional numbers representing reservation programs.

- b. Maintain an inventory of FI's on hand and order replacement FI's as needed.
- c. Payment to food vendors in a timely manner. The food vendor is reimbursed when he presents the WIC FI to his bank for payment within 90 days from the date of issue. The FI's are then presented through the Federal Reserve System to Norwest Bank of Helena, with whom we contract to perform services. A contingent revolving fund has been established for the WIC Program at the Helena bank. Each day the bank presents the State Office with a statement showing the amount of FI's paid. The bank is reimbursed for this amount through the use of a telephone transfer system.
- d. Reconciliation of Food Instruments
 - (1) FI numbers, estimated prices and county/reservation coding information are entered into the data system from the log sheets received daily from local projects.

- (2) Norwest Bank provides a magnetic tape with the paid FI number, county/reservation coding and paid amounts. This tape is sent to data processing daily with a request form for input into the data system. A printout is made and returned to the WIC program along with the tape.
- (3) The issued and paid FI information are reconciled each week upon request of WIC staff, and a printout is sent to the WIC program.
- (4) Upon receipt of this printout, the following lists are checked for errors:
 - (a) Control Totals: These are comprised of current-week and current month issued, paid totals, and outstanding issued per project. The control totals also give the number of FI's issued and paid per week and month.
 - (b) Exception List: These lists show the estimated and paid total of any FI paid over the estimate by more than 10%, or under the estimate by more than 10%. This can occur if: 1) the log sheet is completed incorrectly; 2) the FI has an addition error; 3) the vendor has allowed the participant to receive more than the allotted amount of food; 4) or the agency's price list is not up-to-date. These lists also show the corrections that have been made from data entry errors on issued or paid FI's. All FI's cashed over the maximum limit also show up on the exception list.
 - (c) Unmatched Paid List: This is a list of any paid FI which does not have a corresponding issue date. When the reason has been identified as to why the FI's are on this list, the necessary corrections are made for input into the next data printout.
 - (d) Outstanding Issued List: The issues on this list show the project, number and amount of the FI. They remain on this list until the matching FI is redeemed. If not redeemed within 60 days, the issued FI is deleted and is then reported on the deletion list.
 - (e) Over-60-Day Deletion List: The issued FI's which are 60 days old are reported on that week's data processing output. Each project receives a copy of the control totals, the over-60 day deletion list, and the exception list each week for their project. These are followed up by local personnel.

- e. A monthly close-out is reported on the FNS-498 (Monthly Financial and Program Status Report). The Montana WIC Core Accounting data system provides this information ninety days after the month being closed. The information for any month closed out includes whether or not every issued draft has been redeemed, expired, voided, or payment has been stopped. Records in support of the FNS-498 are maintained in the State WIC Office.
- f. Vendors who untimely submit over \$200.00 worth of FI's for payment must await FNS approval through the State Agency before payment.

2. Local Agency Responsibilities:

- a. To issue FI's to eligible participants for authorized foods. Local staffs fill in the FI with the date of issue, the date no longer valid, the food vendor of the participant's choice, the supplemental food authorized, the cost estimate of each food, and the total estimated price in the spaces provided. The staff member signs the FI and obtains the signature of the participant. The participant then receives the original of the FI. The copy of the FI retains a copy of the signature of the participant, and these copies are retained in the family folder for six months and then discarded. The vendor fills in the "pay exactly" column (see Vendor Agreement in Policies and Procedures Manual).
- b. Fill out log sheets on issued FI's and send them to the State Agency daily.
- c. Obtain quarterly (or more frequently, as necessary) price lists from local vendors for use in filling out prices on the FI. It is important that prices used are as current as possible so that the over estimate rate can be closely controlled.
- d. Maintain inventory of FI's on hand and notify the state office when supplies are low.
- e. Keep FI's locked up in a secure place. Local Agencies are responsible for stolen or lost FI's via the Local Agency Agreement (see Policies and Procedures Manual). They are also responsible for reporting lost or stolen FI's to the State Agency so the State Agency can handle the stop payment procedures.

B. Vendor Selection Criteria

(Please see pages VIII-22 and VIII-23 paragraphs 6 and 7 of Procedure Manual.)

C. Sample Written Agreement

(Please see pages VIII-9 - VIII-12 of Procedure Manual.)

D. Food Vendor Monitoring

(Please see pages VIII-15 - VIII-20 paragraphs 4 and 5 of Procedure Manual.)

E. Food Instrument

1. A facsimile of the Montana WIC Program food instrument is below:

WIC		MONTANA DEPT. OF HEALTH & ENV. SERVICES		6000 FROM _____ TO _____	
DATE		DIRECTOR		920	
QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
FORMULA, Iron Fortified		EGGS		EGGS	
- 1B POWDERED		EGGS		EGGS	
- 1L OZ COND		EGGS		EGGS	
MILK, BULK		EGGS		EGGS	
MILK, dry powdered		EGGS		EGGS	
CHEESE		EGGS		EGGS	
EGGS, Large "AA"		EGGS		EGGS	
INFANT CEREAL		EGGS		EGGS	
CEREAL, OZ NET WT		EGGS		EGGS	
OZ NET WT		EGGS		EGGS	
JUICE, 4.5 L OZ		EGGS		EGGS	
17 FL OZ NONFAT COND		EGGS		EGGS	
OHED BEANS OR PEA		EGGS		EGGS	
PEANUT BUTTER		EGGS		EGGS	
ESTIMATED PURCHASE PRICE		EGGS		EGGS	

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PAY TO THE ORDER OF

VOID

VOID

WIC CUSTOMER SIGNATURE

WIC CUSTOMER COUNTERSIGNATURE

NOT TO EXCEED 10% ABOVE TOTAL ESTIMATED PURCHASE PRICE

F. Reconciliation of Food Instruments

(Please see XIII, Food Delivery System, (A)(i)(d), above.)

G. Procedures to Pay Food Vendors

(Please see XIII, Food Delivery System, (A)(1)(c), above.)

H. Companies With Whom the State Agency Contracts

1. DHES currently contracts with Norwest Bank of Helena.

I. Plans for Improving Vendor Monitoring

1. Goal: To follow 7 CFR 246.12(i) in the process of reducing vendor monitoring problems by improving the level of vendor knowledge about WIC.

- a. Objective: By December 31, 1986, the Vendor Management Specialist will have prepared information and a schedule of publication for a "Vendor Newsletter" to be sent to participating vendors.
- b. Objective: By December 31, 1986, the Vendor Management Specialist will have identified appropriate grocer associations and/or food vendor groups as outlets for distributing WIC operations information.
- c. Objective: By January 31, 1987, the Vendor Management Specialist will have identified grocer and/or other vendor association annual conferences at which State WIC staff can be present to offer WIC information.
- d. Objective: By June 30, 1987, three regional vendor monitoring training workshops will be presented by State WIC staff to local agency staff.
- e. Objective: By November 31, 1986, provide to all local agencies a summary of food instrument activity in each vendor in their jurisdiction.
- f. Objective: By February 1, 1987, the Vendor Management specialist will have designed, implemented and evaluated standards and protocols for conducting educational purchases of WIC foods from participating vendors.

SECTION XIV
DUAL PARTICIPATION

XIV. DUAL PARTICIPATION

A. Description

Each month a report of possible dual participants is generated as a part of the certification data output. Three copies are received for distribution to both local agencies involved and a file at the State Agency.

All clients receiving drafts are compared for birthdate, sex, last name, and first four initials of the first name. When a potential case of dual participation is identified, information about the situation, including drafts issued, clinics where drafts were issued, dollar amount, county of client residence, etc., is included in the report.

B. Process

All reports are reviewed by State Agency staff to screen out obvious inconsistencies like clinic errors and twins. Then an initial telephone contact is made with the local agencies involved to further screen out naturally occurring similarities.

Once potential dual participants are clearly identified, a copy of the report is sent to the local agency for follow-up and action.

C. Action

Once the local agency is notified about a possible dual participant, steps outlined in paragraph C, page X-83 of the Manual are implemented.

SECTION XV
CIVIL RIGHTS

XV. CIVIL RIGHTS REQUIREMENTS

A. Requirements

No part of the administration or service of the WIC Program in the State shall exclude from participation in, deny the benefits of, or subject to discrimination any person on the grounds of race, color, national origin, age, sex or handicap.

In addition, Montana law requires no discrimination on the basis of religion, creed, political ideas, or marital status. (MCA 49-2-303) Program operations shall be in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, 7 CFR Parts 15, 15a, and 15b, and FNS instructions.

B. Public Notification

1. Outreach and Referral: Once a year all Local Agencies are required to publicize the availability of benefits and eligibility criteria to the general public. Agencies and private groups serving minority populations are included in the outreach and referral network. State and Local Agency responsibilities in this area are described in this section of the State Plan.

When new sites or programs open or change hours of operation, the Local Agencies involved are required to inform the public of those changes.

During and just prior to the migrant season, special outreach efforts are made to inform migrants of the availability of the program. Outreach and referral activities are monitored by the State Agency staff during the on-site monitoring visit and in the review of the annual nutrition education plan which contains an outreach and referral segment.

All outreach materials shall contain a civil rights statement to the effect that: This is an equal opportunity program. If you believe you have been discriminated against because of race, color, national origin, age, sex or handicap, write immediately to the Secretary of Agriculture, Washington, D.C. 20250.

2. Bilingual Staff and Materials: Bilingual staff or interpreters are available for WIC projects serving participants who speak Vietnamese, Laotian, Crow and other Native American dialects. Spanish speaking staff is available during the migrant season for those programs serving migrants.

Nutrition education materials are available in Spanish, Laotian and Vietnamese. Also available is the Participants' Rights and Responsibilities form in Spanish and Vietnamese.

3. Non-discrimination Policies and Procedures. All Local Agencies must display the poster "And Justice for All" in a place where it can be easily seen by participants and potential participants.

WIC's non-discrimination policy is printed on the WIC Questionnaire- Certification Form, WIC brochures, press releases and any materials that are seen or used by the participants or general public.

The Fair Hearing Procedures and Discrimination Complaint are provided to participants when they are determined ineligible for the program. These are described in the State Plan, Section One. Ineligible persons are provided with WIC regulations and pertinent policy statements upon request.

Participants are informed of their rights and responsibilities on the Questionnaire-Certification Forms and the Participants' Responsibility Form.

C. Compliance Review

1. Local Agency Reviews

State Agency staff reviews all Local Agencies and at least 25% of their sites annually. The monitoring checklist includes questions on civil rights. During the on-site visit the state staff checks the ineligible file for possible discrimination and checks on accuracy of data collected for the most recent FNS 191 Racial/Ethnic Report. The State staff makes recommendations to Local Agencies based on monitoring findings. Local Agencies are required to respond to the recommendations with their corrective action plans which have been developed with input of State Agency staff. A follow-up on their action is accomplished through additional conversations, correspondence or visits as necessary. Copies of these reports are in the files at the State and Local Agency.

All findings of non-compliance or probable non-compliance related to Title VI will be forwarded to the Regional Administrator, MPRO.

2. Preaward Reviews of Potential Local Agencies

As part of the application review process, State Agency staff will review applications according to the criteria outlined in FNS Instruction 113- 2, IX, A, 2.

3. Vendor Reviews

All Local Agencies review every vendor agreement annually. Exceptions to this policy must be approved in writing by the State Agency. All vendor agreements contain a non-discrimination statement.

D. Data Collection

Local Agencies are responsible for the collection of racial/ethnic statistical information. The procedures used by the Local Agencies are described below.

The Local Agency staff mark the Racial/Ethnic category of applicants on the WIC Certification Record Form at the time of application. The applicants are instructed that the data is used for reporting purposes only and not for the purpose of determining eligibility.

Local Agency staff transfer this information to the State Agency at the end of the clinic day when food vouchers are issued. The information is transferred to the FNS Form 191 annually by the State Agency unless otherwise ordered by the Regional Office. FNS Form 191 reflects only those actually receiving drafts, not all those actually certified. Data is maintained for three years. This data is available only to authorized personnel as a safeguard to prevent its use for discriminatory purposes.

E. Complaints

Anyone alleging discrimination based on race, color, national origin, sex, age or handicap has the right to file a complaint. All complaints written or verbal shall be accepted and forwarded immediately to the Secretary of Agriculture or Director, Office of Advocacy and Enterprise, USDA, Washington, D.C. 20250, with a copy to the MPRO.

Any complaint regarding religion, creed, political ideas, or marital status will be handled locally according to Montana law and procedure.

F. Civil Rights Training

The State Agency will update Local Agency staff at the next regularly scheduled statewide workshop to be held in September, 1986 (statewide). The update shall include all aspects of program operations, particularly:

1. Collecting and using data.
2. Effective public notification systems.
3. Complaint procedures.
4. Review techniques.
5. Resolution of non-compliance, including development of an action plan.

G. Assurances

All agreements entered into between the State Agency and Local WIC Agencies contain assurances of Title VI compliance. Local Agencies are monitored by the State to assure compliance to all terms in the agreements.

A signed assurance by DHES that the agency shall comply with Title VI is found in Appendix 14.

H. Additional Specific Information

- a. See Appendix 10 for a letter from the Department of Health and Environmental Sciences Contracts and Grants Officer.

SECTION XVI
FAIR HEARINGS

XVI. FAIR HEARINGS

A. Fair Hearing Procedure for Individuals

1. State Agency Responsibilities:

- a. All requested fair hearings will be conducted by the DHES within three weeks of the date the Department received the request for the hearing. Those requesting the hearing shall be notified in writing a minimum of ten days in advance of the time and place of the hearing and of the hearing procedure. The hearing will be conducted in accordance with 7 CFR S. 246.9. The hearing will be conducted by a fair and impartial hearing official, and the appellant shall be notified in writing of the decision of the hearing official and reasons for it within 45 days of the receipt of the request for a fair hearing. All decisions shall be based on facts found in the hearing record alone, and the parties will be notified of their right to appeal the decision to district court within 30 days. The hearing official's decision is binding on the State Office and Local Agency, and if in favor of the appellant, program benefits shall begin for an applicant and continue for a participant within the 45 day limit.
- b. If the decision is in favor of the Agency, any benefits continued shall be terminated as decided by the hearing official.
- c. All records of the hearing shall be retained in accordance with 7 CFR S. 246.15, and shall be available to the appellant or representative.

2. Local Agency Responsibilities Include:

- a. Informing each program applicant or participant of the right to a fair hearing at initial and subsequent certifications.
- b. Notifying, in writing, applicants found ineligible; a copy must be retained for Local Agency files.
- c. Notifying in writing, each participant found ineligible at any time during a certification period. A copy must be kept in their files. The participant needs to be notified a minimum of 15 days prior to termination of program benefits. They must also be informed of their right to a fair hearing.
- d. Notifying each participant at least 15 days before the expiration of each certification period that the period is about to end. Local agencies, at the time of application or when notifying persons found ineligible of their right to a fair hearing, shall advise them of the method of requesting the hearing, and their right to be represented at the hearing by a friend, legal advisor, or other

representative of their choice, and give them a summary of the hearing process.

- e. Local agencies shall advise those found ineligible that they have up to 60 days from notification of ineligibility to request a fair hearing from the State Department of Health and Environmental Sciences. The request for hearing is defined as any clear expression by the individual, guardian or other representative that an opportunity to present its case to a higher authority is desired.
- f. If a hearing is requested within the 15 day period by participants found ineligible at any time during a certification period, benefits will be continued or reinstated until a decision is reached in accordance with 7 CFR §. 246.9 or the certification period expires, whichever occurs first. Applicants who are denied benefits at initial or subsequent certifications shall not receive benefits while awaiting the hearing. Local agencies should obtain legal counsel to represent the program if a hearing is requested.
- g. A request for hearing shall not be dismissed or denied unless:
 - 1) The request is not received within 60 days from notification of ineligibility; or
 - 2) The request is withdrawn in writing by the appellant; or
 - 3) The appellant or appellant's representative fails, without good cause, to appear at the scheduled hearing; or
 - 4) The appellant has been denied participation by a previous hearing and cannot provide evidence that circumstances relevant to Program eligibility have changed in such a way as to justify a hearing.

TIME SEQUENCE FOR FAIR HEARING

<u>ACTION</u>	<u>PARTICIPANT</u>	<u>STATE/LOCAL AGENCY PROCEDURE</u>
Participant notified ineligible for WIC benefits.	Participant has 60 days to request fair hearing.*	Local Agency must provide participant with fair hearing card & follow procedures outlined in Policy & Procedure Manual.
Participant requests fair hearing to State Agency within 60 days.	Participant will receive 10 days written notice of time and place of fair hearing within 3 weeks of request.	Local Agency obtains legal counsel to represent program at hearing within 3 working days of receipt of hearing request.
Fair hearing is held in county where participant resides.	Within 45 days of original request participant will receive decision by hearings official.	State Agency send (to participant within 45 days) decision by hearings official.
Participant appeals decision.	Request must be made to District Court within 30 days of receipt of written notification of decision.	State Agency notifies Legal Division of appeals request.

*The participant who is terminated during a certification period and requests a fair hearing within 15 days of termination will continue receiving benefits until a hearing decision is made.

B. Appeals By Local Agencies and Food Vendors

1. Local Agency Responsibilities:

Informing the food vendor, in writing, of the right to a fair hearing. The fair hearing should be requested within 60 days of the date of denial or termination. The Local Agency shall immediately notify the State Agency of a vendor's request for a fair hearing. The Local Agency shall also inform vendors of their rights in accordance with WIC regulations.

2. State Agency Responsibilities:

The State Agency, upon request for a hearing by either food vendor or Local Agency, shall schedule a hearing and inform the Local Agency or food vendor of the time and place, giving the food vendor or Local Agency adequate advance notice. The State Agency shall advise the aggrieved agency of their rights under the regulations. The hearing shall be conducted in Helena and the Local Agency or food vendor will be informed in writing of the decision and its basis within 60 days of the date of the request for a hearing. The hearing shall be conducted by a fair and impartial official, whose decision shall rest solely on the evidence presented at the hearing and statutory and regulatory provisions governing the program. The procedure for the hearing shall provide at a minimum to the Local Agency or vendor:

- a. Adequate advance notice of the time and place of the hearing to provide all parties involved with sufficient time to prepare for the hearing.
 - b. The opportunity to present its case.
 - c. The opportunity to confront and cross-examine adverse witnesses.
 - d. The opportunity to be represented by counsel, if desired.
 - e. The opportunity to review the case record prior to the hearing.
 - f. The opportunity for two re-scheduled hearing dates.
3. Adverse action taken by the State Agency or Local Agency shall be postponed until a hearing decision is reached. All appellants denied program benefits at the State level shall be informed in writing, along with the decision of the hearing officer, of their right to appeal the decision to a district court within 30 days of receiving the written notice.
 4. Vendors shall be given 15 days advance notice of any adverse action; including written notice of the action; cause(s) for and the effective date of the action.

5. Local agencies shall be given 60 days advance notice of any adverse action, including written notice of the action, cause(s) for and the effective date of the action.
6. Vendors shall be given not less than 15 days advance written notice of expiration of the agreement.
7. Expiration of a contract with a local agency or vendor shall not be subject to appeal.

APPENDICES

APPENDIX 1: Definitions Used in the WIC Plan

WIC DEFINITIONS

1. Caseload: A maximum number of persons certified eligible to receive WIC benefits; assigned by the State Agency.
2. Competent Professional Authority: Means an individual employed by the local agency authorized to determine nutritional risk and prescribed supplemental foods. The following persons are the only persons authorized to serve as a competent professional authority: physicians, nutritionists (bachelor's or master's degree in Nutritional Sciences, Community Nutrition, Clinical Nutrition, Dietetics, Public Health Nutrition or Home Economics with emphasis in Nutrition), dietitians, registered nurses, physician's assistants (certified by the National Committee on Certification of Physician's Assistants or certified by the State medical certifying authority), or State or local medically trained health officials.
3. Encumbrance: A designated amount of money set aside for a specific purpose.
4. Food Package: Supplemental foods prescribed by a competent professional authority for a WIC participant to meet demonstrated nutritional needs.
5. Food Vendor: Local grocer, dairy or other merchant who, through a signed agreement with the Local Agency, provides WIC foods in exchange for the WIC voucher.
6. Local Project/Program/Agency: Organizational body that provides WIC benefits within a defined project area.
7. Migrant Farmworker: Means an individual whose principal employment is in agriculture on a seasonal basis, who has been so employed within the last 24 months, and who establishes, for the purposes of such employment, a temporary abode.
8. Monthly Participation: A total number of clients actually receiving benefits in any month.
9. Nutrition Counseling: Individualized professional guidance to assist a person in adjusting his daily food consumption to meet his health needs.
10. Nutrition Education: The process of teaching about nutrition, food selection and preparation, and human health. It uses individual tutoring, group instruction, demonstration and mass media techniques. The objectives are to motivate and enable individuals or population groups to make nutritious food choices.
11. Nutrition Services: Nutrition intervention planned for and provided to a client, such as assessment of nutritional health status, counseling, provision of nutrition information, prescription of a food package, referral to other health, financial, or social services, and evaluation of change in behavior, and nutritional health status.

12. Nutritionist: A professional who is a registered dietitian and who possesses a Master's Degree in either Nutrition or Public Health Nutrition.
13. Line Items: Budget items such as salaries, fringe benefits, postage, etc.
14. Potential Participants: Persons not certified on WIC but who are applying for WIC services, or who have been determined by some statistical means to be eligible for WIC services.
15. Reallocation: Process by which USDA monies are moved from one state agency which is spending at a lower rate and given to another state agency that is able to spend the money more rapidly due to larger case-loads.
16. Registered Dietitian: A registered dietitian is a professional who meets the academic and experience requirements described in SB 289, 48th Montana Legislature.
17. Retail Purchase System: A system in which the participant obtains WIC foods through an authorized food vendor, i.e. grocer or dairy.
18. Satellite: A WIC program operated by another WIC program which has primary administrative responsibility for a program and contracts directly with the State Agency. A satellite differs from a site in that it is located outside the defined project area, i.e., county or reservation.
19. Site: Within a defined project area there may be more than one site/clinic that offers services to WIC participants.
20. Staffing Pattern: Ratio of WIC staff needed to number of participants served.
21. State Agency: USDA's administrative designee for WIC in the State.
22. State Plan: Requirement of the State Agency by USDA which indicates action plans necessary to meet USDA regulations.
23. Voucher: Check-like document which is traded by the WIC participant for food at his/her local vendor.

FY 86 AFFIRMATIVE ACTION PLAN

ACTUAL CASELOAD BY PRIORITY FOR MARCH, 1986

Project	A.A. Rank	P-I	P-II	P-III	P-IV	P-V	TOTAL	TOTAL ESTIMATED ELIGIBLE FOR 1987
*Yellowstone	1	359	65	485	55	152	1,120	1,801
*Cascade	2	509	51	275	35	181	1,054	1,762
*Missoula	3	357	149	600	83	166	1,332	1,206
*Fort Peck	4	204	99	298	36	160	797	554
*Flathead Co.	5	147	85	193	155	8	579	1,052
*Lewis & Clark	6	166	93	179	171	325	934	755
*Gallatin	7	151	3	187	122	175	497	719
*Silver Bow	8	162	51	263	65	181	722	499
*Ravalli	9	100	37	180	20	64	388	516
*Lake	10	67	28	120	36	92	343	532
*Blackfeet	11	167	95	355	37	183	837	649
*Hill	12	33	32	70	35	116	278	397
*Lincoln	13	49	29	68	30	49	199	399
*Fergus	14	-	-	-	-	-	-	343
*Crow	15	79	57	206	66	203	611	648
*Richland	16	50	11	54	24	25	164	267
*Northern Cheyenne	17	129	47	180	15	30	396	394
*Flathead Reservation	18	95	47	190	28	72	432	373
*Custer	19	35	14	46	44	74	199	237
*Valley	20	23	11	28	6	29	95	283
+*Rosebud	21	21	14	14	17	33	94	284
*Big Horn	22	30	11	66	25	45	178	409
+*Beaverhead	23	25	11	39	14	37	126	226
*Dawson	24	38	9	16	41	24	128	201
+*Carbon	25	13	2	23	4	5	47	214
*Sanders	26	39	13	32	57	0	173	192
*Glacier	27	5	4	19	18	30	76	377
+*Blaine	28	9	4	13	6	18	50	254
+*Phillips	29	15	4	21	13	38	90	207
+*Park	30	41	0	54	15	39	127	174
*Teton	31	13	3	20	13	24	69	203
*Roosevelt	32	-	-	-	-	-	-	329
*Deer Lodge	33	51	20	87	20	78	256	157
*Pondera	34	8	7	21	2	4	41	188
*Chouteau	35	7	4	24	5	17	57	171
+*Powell	36	35	8	53	13	39	148	154
*Fort Belknap	37	44	27	87	30	139	327	174
Toole	38	-	-	-	-	-	-	128
+*Jefferson	39	19	7	18	12	44	100	114
Sheridan	40	-	-	-	-	-	-	126
*Musselshell	41	-	-	-	-	-	-	131
*Rocky Boy	42	54	27	55	19	93	248	157
*Madison	43	-	-	-	-	-	-	124
*Stillwater	44	8	7	7	9	34	64	92
*Broadwater	45	33	11	31	16	11	95	94
*Sweet Grass	46	-	-	-	-	-	-	92
*Mineral	47	19	10	21	5	7	57	77
*Fallon	48	-	-	-	-	-	-	75
Judith Basin	49	-	-	-	-	-	-	79
Daniels	50	-	-	-	-	-	-	77
+*Powder River	51	3	0	6	1	7	13	70
+*McCone	52	2	0	2	2	4	10	74
Liberty	53	-	-	-	-	-	-	70
*Wheatland	54	-	-	-	-	-	-	66
*Granite	55	3	3	10	10	5	31	65
+*Garfield	56	3	1	2	1	6	12	60
+*Prairie	57	1	3	3	2	2	11	62
*Carter	58	-	-	-	-	-	-	55
+*Meagher	59	-	-	-	-	-	-	42
+*Wibaux	60	1	0	0	3	1	5	35
*Golden Valley	61	-	-	-	-	-	-	36
*Treasure	62	-	-	-	-	-	-	29
*Petroleum	63	-	-	-	-	-	-	28
TOTAL		3,422	1,214	4,728	1,411	3,130	13,905	18,051

* = Currently operating the WIC Program.

+ = Satellite site

plan-3
wicpln

APPENDIX 3: Application Packet for Local Agencies
SAMPLE APPLICATION INSTRUCTIONS

Dear _____:

The Special Supplemental Feeding Program for Women, Infants and Children, better known as WIC, is designed to improve the health and prevent occurrence of nutritional problems in low income, pregnant and lactating women and young children at nutritional risk to age 5 by providing nutritious foods, nutrition education and referral to ongoing health care.

In Montana, WIC currently serves residents of 39 counties and 7 Indian reservations (see attached map). All programs are funded by USDA through the State Department of Health and Environmental Sciences (SDHES).

Funds may become available to expand the program into non-WIC areas.

Your responsibilities as a local agency would include:

1. Hire a competent professional authority to serve as competent professional authority for the Program. Hire additional professional and administrative staff as appropriate for satisfying operation of the Program.
2. Certify all Program applicants.
3. Issue food vouchers to participants.
4. Make written plans for and provide nutrition education to participants.
5. Maintain financial, administrative and participant records.
6. Follow Federal and State policies and procedures.
7. Provide certain minimum health services to participants.

The priority for selection of local agencies to administer the WIC Program in a local area will include, but may not be limited to:

- a. Adherence to 7 CFR 246.5. (Priority A: A public or private non-profit health agency that provides ongoing routine pediatric and obstetric care and administrative services; Priority B: A public or private non-profit health or human service agency that will enter into a written agreement with another agency for either ongoing routine pediatric and obstetric care or administrative services; Priority C: A public or private non-profit health agency that will enter into a written agreement with private physicians, licensed by the State, in order to provide ongoing routine pediatric and obstetric care to a specific category of participants (women, infants or children); Priority D: A private or non-profit human service agency that will enter into a written agreement with private physicians, licensed by the State, to provide ongoing routine pediatric and obstetric care; Priority E: A public or private non-profit health or human service agency that will provide ongoing routine pediatric and obstetric care through referral to a health provider.)
- b. Projected ability to meet WIC Program regulations and State policies and procedures
- c. Experience in administering similar public health services.
- d. Costs.

Call me at 444-4740 if you have any questions or wish additional information. Applications must be in this office by September 30, 198__ to be considered for expansion funds should they become available. Once your application has been approved, we will offer you assistance in staff recruitment, budgeting and provide orientation and training as needed.

Sincerely,

David L. Thomas
WIC Program Coordinator
Health Services and Medical
Facilities Division

DLT/war
Enclosures

FACT SHEET

The Special Supplemental Food Program for Women, Infants and Children, better known as WIC, provides low income pregnant and breast feeding women, as well as children up to age 5 at nutritional risk with:

1. Selected foods to supplement diets lacking in nutrients needed during this critical time of growth and development.
2. Nutrition education and counseling to improve eating behaviors and promote sound food buying habits.
3. Access to preventive health programs, and referral to private and public health providers.

Who Is On WIC?

Over 12,000 women, infants and children from 39 counties and 7 Indian reservations, for a total of 65 sites, are currently receiving WIC services. Many of the families' providers are seasonal ranch workers, or loggers, the temporarily unemployed and students.

How Does WIC Benefit Montanans?

1. Healthier women and children through prevention and identification of nutrition-related medical problems. People with or at risk for iron deficiency anemia, overweight, underweight, poor growth patterns and faulty dietary habits are provided with appropriate education and referral to medical care.
2. \$3,520,000 food dollars spent in local grocery stores and dairies in Fiscal Year 1980. Fiscal Year 1985 will see \$4,175,402 in WIC business for local grocers.
3. Jobs for 96 persons in Montana counties and Indian reservations.

WIC benefits are provided to eligible participants without discrimination on the basis of race, color, creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry.

AVAILABLE MATERIALS AND RESOURCES

Materials

The following materials are available from the State WIC Office:

1. Current State Plan of Operations.
2. Current State Policy and Procedure Manual.
3. Current Federal Regulations.
4. Current State Health Plan.

Resources

The following resources are available at the State WIC Office:

1. State WIC staff (available for on-site visits).
2. Census data.
3. Vital Statistics.

Supplemental Food Program for Women, Infants and Children
(WIC)

Montana Application for Local Agencies

I. Instructions:

- A. We suggest the applicant contact the Program Coordinator before completing this application. It is possible some information may not be needed, or that additional data may be required. Early contact between the applicant and the agency will help minimize problems.
- B. Please answer all questions completely.
- C. Use the most current data available.

II. Applicant Agency Name: _____

Address: _____

Telephone: _____

Responsible Official: (Name) _____

(Title) _____

(Address) _____

III. Type of Agency

Public _____

Private, Non-Profit _____

IRS Tax-Exempt # _____

Application Pending (Date Submitted) _____

Tribal _____

Other _____

IV. Current Staffing Pattern (Give total FTE)

_____ Registered Dietitians

_____ Health Educators

_____ Aides

_____ Other

V. Proposed Staffing Pattern (Give total FTE)

_____ Registered Dietitians

_____ Health Educators

_____ Aides

_____ Other

VI. Health Services

- A. Since WIC is intended to be an adjunct to ongoing health services, certain minimum health services are to be made available to WIC participants by a public or private health provider. These include:

1. Well Child Conferences for all WIC participants who are not receiving documented Well Child care from a private physician. At a minimum, Well Child Conferences are to be held at least once a month and include all of the services listed below; hearing services may be an exception if space and equipment are unavailable. A description of services to be included in Well Child Conferences is available from the Nursing Bureau Chief, Health Services and Medical Facilities Division, State Department of Health and Environmental Sciences, Cogswell Building, Helena, MT 59620. The Nursing Bureau Chief will provide technical assistance and evaluation of well child care offered by your agency prior to Department approval of your WIC Program application.
2. Lamaze classes or a Prenatal (Perinatal) Education Program must be available to WIC participants. This program should follow the State Perinatal Education Manual. A copy may be obtained from the Bureau of Nursing, Montana Department of Health and Environmental Sciences, Cogswell Building, Helena, MT 59620.

DO YOU HAVE A PRENATAL PROGRAM AS RECOMMENDED ABOVE?

___ Yes ___ No

If no, by what date can this program be implemented?

_____.

If Well Child Conferences and/or a Prenatal Education Program exists now, please complete the following:

UNDUPLICATED NUMBER OF PATIENTS PROVIDED SERVICES LISTED ABOVE DURING THE LAST 12 MONTHS:

PRENATAL EDUCATION PROGRAM: Well Child Conferences:

Pregnant women _____	Infant 0 to 12 months _____
	Children 13 months to _____
	5 years _____

3. Referral for prenatal care and follow-up on identified health problems to a private provider or public agency. Will you provide these referral services? Yes ___ No ___

VII. Minimum Nutrition Services to be Provided Include:

- A. Nutrition Assessment
- B. Nutrition Education and Counseling
- C. Ongoing Evaluation of Client's Nutritional Status

1. An individual (as defined in Appendix 1 of the State Plan) must be employed by the local agency to act as competent professional authority for the Program, provide certification of WIC clients, prepare nutrition health plans and direct nutrition care of WIC clients.

Name of Individual and Qualification: _____
(Registered Dietitian, Physician, etc.)

VIII. Projected Caseload

	First Year	Second Year
A. Priority I	_____	_____
B. Priority II	_____	_____
C. Priority III	_____	_____
D. Priority IV	_____	_____
E. Priority V	_____	_____

IX. Socio-Economic/Vital Statistics

A. What will be your service area? _____

B. What is incidence of:

Premature Infants _____
Miscarriages _____
Low Birth Weights _____
Nutritional Anemia _____
Teen Pregnancy _____

C. Service area population _____

D. Median Family Income _____

E. Racial/Ethnic composition of service area population:

White _____%
Black _____%
Hispanic _____%
American Indian _____
Asian or Pacific Islander _____%
Other _____%
Unknown _____%

F. Infant Mortality Rate _____

G. Infant Morbidity Rate _____

H. Maternal Mortality Rate _____

I. Maternal Morbidity Rate _____

X. Scope of Application

A. County-wide _____

B. "District"-wide _____

1. List Areas to be Served: _____

(If district-wide, you must negotiate an agreement with each county for specific services provided by your agency and other agencies. A sample agreement is available from the State WIC Office. A memorandum of cooperation must accompany this application.)

- XI. FINANCIAL ELIGIBILITY. WIC Regulations state that minimum health services should be available to financially eligible WIC participants at free or reduced rates. What income cutoff figures will you use for financial eligibility for Well Child Conferences, Prenatal Education and Immunization services provided by your agency?
- XII. START-UP DATE. When will you be ready to open your WIC Program?

- XIII. WHERE will WIC participants be served? Describe the facility that will be used:
- XIV. IT IS HEREBY AGREED THAT WIC PROGRAM BENEFITS WILL BE PROVIDED TO ELIGIBLE PARTICIPANTS WITHOUT DISCRIMINATION ON THE BASIS OF RACE, COLOR, RELIGIOUS CREED, POLITICAL IDEAS, SEX, AGE, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, NATIONAL ORIGIN OR ANCESTRY.

The APPLICANT assumes and assures that if selected it will comply with the WIC Program Federal Regulations and State Policies and Procedures for WIC Program operations.

The information contained in this application for a WIC Program Grant is true and accurate to be best of my knowledge:

Date _____

Signature of Local Official able to authorize
the implementation of a WIC Program

The State Agency shall notify the potential Local Agency of the status of its application within thirty (30) days of receipt of the application. If the application is not complete, the potential Local Agency will be notified in writing within 15 days of receipt of areas needing clarification. If the application is denied, the State Agency shall advise the Local Agency of the reasons for the denial and the right to appeal the decision as set forth in 7 CFR 246.24 of the WIC Regulations.

APPENDIX 4: Description and Maps of Local Agencies

Local Agencies in Montana

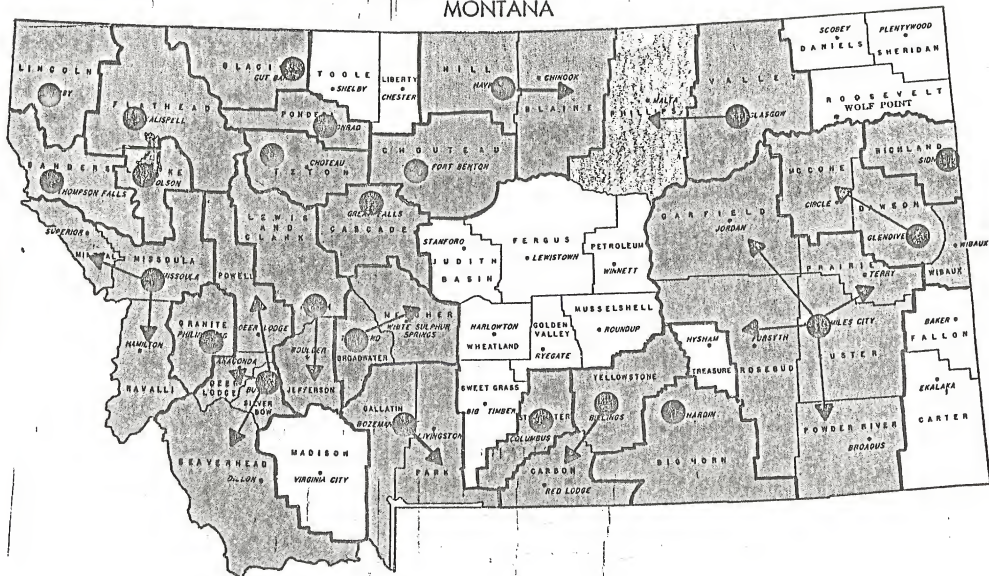
Local Agency	Address	Area Served	No. of Clinics
Big Horn Co. WIC Program	809 North Custer Hardin, MT 59034	Big Horn Co.	1
Blackfeet Reservation Hospital WIC Program	Blackfeet Tribal Health Dept. IHS Browning, MT 59417	Blackfeet Res.	2
Broadwater Co. WIC Program	P. O. Box 489 Townsend, MT 59644	Broadwater Co. Meagher Co.	1
Cascade Co. WIC Program 17th Ave. S	Cascade Cy-Co Health Dept. 1130 Great Falls, MT 59405	Cascade Co.	1
Chouteau Co. WIC Program	P. O. Box 475 Fort Benton, MT 59442	Chouteau Co.	1
Crow Agency WIC Program	PHS Hospital Crow Agency, MT 59022	Crow Res.	3
Dawson Co. WIC Program	County Health Dept. 207 W. Bell Glendive, MT 59330	Dawson Co. McCone Co. Wibaux	1 1
Eastern Plains WIC Program	Holy Rosary Hospital 2101 Clark St. Miles City, MT 59301	Custer Co. Garfield Co. Powder River Co. Prairie Co. Rosebud Co.	1 1 1 $\frac{1}{4}$
Flathead Co. WIC Program	723 5th Ave. E. Kalispell, MT 59901	Flathead Co.	1
Flathead Reservation WIC Program	Flathead Tribal Health Dept. P. O. Box 340 St. Ignatius, MT 59865	Flathead Res.	3
Fort Belknap Reservation WIC Program	PHS Hospital Ft. Belknap Hospital R.R. #1, Box 103 Harlem, MT 59526	Fort Belknap Res.	1
Fort Peck Reservation WIC Program	WIC Program P. O. Box 729 Wolf Point, MT 59201	Fort Peck Res.	2

Gallatin Co. WIC Program	Rm. 105, Courthouse Bozeman, MT 59715	Gallatin Co. Park Co.	1 $\frac{1}{2}$
Glacier Co. WIC Program	Glacier Co. Health Dept. 125 9th Ave., S.E. Cut Bank, MT 59427	Glacier Co.	1
Granite Co. WIC Program	P. O. Box 247 Phillipsburg, MT 59858	Granite Co.	1
Hill Co. WIC Program	P. O. Box 1466 Havre, MT 59501	Hill Co. Blaine Co.	2 $\frac{1}{3}$
Lake Co. WIC Program	7 - 3rd Ave. W Polson, MT 59860	Lake	1
Lewis and Clark Co. WIC Program	Lewis & Clark Co. 316 North Park Helena, MT 59623	Lewis & Clark Co. Jefferson Co.	1 $\frac{2}{3}$
Lincoln Co. WIC Program	P. O. Box 873 Libby, MT 59923	Lincoln Co.	2
Missoula Co. WIC Program	Missoula City-County Health Dept. 301 West Alder Street Missoula, MT 59801	Missoula Co. Ravalli Co. Mineral Co.	1 2 $\frac{1}{4}$
Northern Cheyenne Reservation WIC Program	PHS Indian Health Center Lame Deer, MT 59043	Northern Cheyenne Res.	1
Pondera Co. WIC Program	P. O. Box 1291 Conrad, MT 59425	Pondera Co.	1
Richland Co. WIC Program	221 5th Street, S.W. Sidney, MT 59270	Richland Co.	1
Rocky Boy WIC Program	PHS Indian Health Ctr. Rocky Boy Route Box 664 Box Elder, MT 59521	Rocky Boy Res.	1
Sanders Co. WIC Program	P. O. Box 926 Thompson Falls, MT 59873	Sanders Co.	1
Silver Bow Co. WIC Program	Family Service Center 25 West Front St. Butte, MT 59701	Silver Bow Co. Beaverhead Co. Deer Lodge Co. Powell Co.	1 1 1 $\frac{1}{4}$

Stillwater Co. WIC Program	350 West Pike Columbus, MT 59019	Stillwater Co.	1
Teton Co. WIC Program	P. O. Box 820 Choteau, MT 59422	Teton Co.	1
Valley Co. WIC Program	c/o Frances Mahon Deaconess Hospital 621 2nd Street, S. Glasgow, MT 59230	Valley Co. Phillips Co.	2 1
Yellowstone Co. WIC Program	Yellowstone City/County Health Dept. Room 205, Courthouse Billings, MT 59101	Yellowstone Co. Carbon Co.	3 1 4

WIC AGENCIES AND SERVICE AREAS — MONTANA 1985

MONTANA



SOURCE: Montana Department of Health and Environmental Sciences.

WIC PROGRAMS IN MONTANA INDIAN RESERVATIONS

MONTANA



APPENDIX 5: CONDUCTING VENDOR INVESTIGATIONS

VENDOR MONITORING

I. CONDUCTING THE INVESTIGATION

A. Procedures for Compliance Buys

Compliance staff should park their car away from the store so as not to draw any attention to the car or persons in the car. Vendor compliance staff should carry a camera and photograph the store. It is helpful to include the compliance staff in the picture if possible, but it is not necessary. The photograph is useful in vendor appeal hearings to establish that State investigators were at the store and is also helpful for use by staff to remember the store and what happened inside it. At times it may be necessary to park very close to the store or have store personnel assist in taking the items purchased to the car in order to avoid suspicion. It is necessary to be sure that food from other buys or items such as cameras or investigative reports are not left in view when this occurs.

Appropriate dress for the area is also very important. Agents should dress in casual clothes so as not to attract any undue attention. Agents should not wear any clothing that would suggest any affiliation with any religious or political group. In addition, the agent should not carry any large sums of money (any money) with them or wear any expensive jewelry. Clothes should not be so casual as to indicate extreme poverty. At no time should the agents wear any clothing or items that may be considered intimidating, such as motorcycle gang jackets or knives.

Prior to actually entering the store, the agency should have an idea of the nature of the neighborhood, and have established an idea of where in the neighborhood they would purport to live or be residing. It is best to be general in response to any questions asked by the owner or clerk as to the residence, but one should always be able to respond with street name or an apartment complex name to satisfy the clerk or owner that they are from the neighborhood.

Upon entering the store, the agency should have in mind the type of violation that will be attempted. The agent should first walk through the store to assess the potential abuses and to confirm any information that may have been reported to the State, i.e., low stock, no WIC foods, etc. It is important to rely on the judgement of the agent at the time he/she is in the store to determine exactly that type of buy will take place. If it appears the store is low on WIC foods or does not carry some specific food categories, the agent may wish to attempt to purchase a large variety of non-WIC eligible foods as well as some non-food items. If the information available to the agent is very limited and there appears to be an adequate supply of WIC foods available, the agent may only attempt to purchase items within the WIC food categories, but not specifically approved for purchase with the voucher.

Observation of physical details is very important when in the store. When the agent is filling out the report later, he/she will be asked to recall such details as the number of cash registers, a description of the clerk, including height and weight, hair and eye color, and other physical factors (see Exhibit E for details). It is also very helpful if the clerk can be identified by name. This helps to determine later if the clerk is a regular employee or a temporary employee who may not be trained.

When selecting which items to purchase with the vouchers it is important to follow these guidelines:

1. Never attempt to purchase any items that may cause the vendor to feel any sympathy for the agent. Items that may give the appearance that the person has a special need should not be included. Such items may include band aids, medical supplies, diapers, or childrens' toys at Christmas time.
2. It is best not to purchase any perishable items, as they may need to be retained as evidence.
3. All items purchased should have a price clearly marked on the item and have some sort of size designation for packaged items.
4. If allowed to purchase any items, it is best to mix food and non-food items.
5. It is best to purchase a small number of expensive items rather than a large number of inexpensive items.
6. Do not purchase items that could be confused with WIC items or have similar brand names to WIC foods (i.e., Trix vs. Kix, non-Iron Fortified Formula vs. Iron Fortified Formula, etc.).

When the items purchased are brought up to the cashier, the agent should state that they will be using WIC vouchers to purchase the items. At this point the agent should follow any instructions the store personnel may give them with regard to the transaction. If the clerk tells them they cannot buy the items, the agent should return the items and pick up the correct ones. In some cases it is appropriate to ask the clerk what items may be purchased. If the clerk states that the agent may purchase additional items or more of one item, the agent should do so. In some cases the store may have a specific system they wish the agent to follow, and in this case, the agents should follow the instructions as best they can. At times the clerk may state that the agent should come back when the manager or owner is there. If this is the case, the agent should return the items and leave the store without purchasing any items.

Often agents will be asked a number of questions regarding their status in the community or questions about their family. The agents should provide as little information as possible, but should cooperate to the best of their ability. Often this requires quick thinking on the part of the agent, but with experience this task becomes easier. If asked questions about family members, the response should not indicate in any way that a member of the family is sick

or in any special need. There are times that the agent may be asked if he/she works for the state or government. When this occurs the agent should indicate that he/she is not employed by the government, and ask why they would inquire.

When the agent is making the purchase, he/she must be very careful to avoid entrapment. Entrapment is defined as the influencing or coercion on the part of an agent of another person to commit an illegal act that he would not have normally committed in the absence of such influence or coercion. It is important that the agent say nothing that would try to influence or persuade the clerk to violate the Guidelines. The agent may not make any statements related to the consequence of the act such as "go ahead, nothing will happen to you."

When leaving the store it is best not to ask for any help with the items. Upon return to the car the agent should mark the bag or box with the store name so that the items may be photographed and inventoried later. Any receipts or credit slips should be attached to the Investigative Report and the physical description of the store and clerk, as well as any comments of the clerk, should be filled out. It is critical that the information be as complete and accurate as possible. Agents must be sufficiently familiar with the Investigative Report to be able to remember the types of information they will be expected to recall.

It is the policy of the State to conduct at least two compliance buys on a store that has violated the Program Guidelines. In some cases it may be necessary to do many buys, as the level and degree of non-compliance may change when the store personnel begin to recognize the agent as a regular shopper. The policy of at least two visits gives the agent a chance to determine if the store personnel are trying to cheat the Program or they just don't understand the Guidelines. In the latter case, the store may be more deserving of a warning and training than a suspension.

Once the compliance buys have been completed and the food has been inventoried and photographed, the items purchased are to be donated to a charity in the area. Staff should have a listing of charities in the areas so that the items purchased need not be brought back to Helena. The agents shall fill out the Donated/Destroyed/Retained Items Form for the charity to sign off. It is good policy for the agent to ask the charity to send the State an acknowledgement letter on agency letterhead to confirm that the items were actually left at the charity.

B. Common Problems

The following are some of the problems that investigators have run into during the course of making compliance buys. Frequently a recommended solution must be adjusted to fit the occasion and conditions at the time.

Problem 1: The store refuses to accept the vouchers for any items, including WIC foods.

Recommended Solution: Leave the store and note this on the report. An authorized vendor may be terminated for not accepting vouchers.

Problem 2: The store personnel are hostile or threatening.

Recommended Solution: Leave the store. At no time have agents doing compliance buys been threatened with harm, but in case the agent believes that such a thing is likely, they should leave the store and area as quickly as possible. Such incidents should be reported and appropriate action taken by the Program Supervisor.

Problem 3: The vendor wants you to return with your "wife," "husband," or "friend."

Recommended Solution: Explain that they are not available, and that you do not want to shop at a store that would require you to do that every time. If they refuse to allow you to purchase anything, leave the store.

Problem 4: The clerk states that they will only allow this to occur at certain times or days.

Recommended Solution: Return at the time or day specified.

It is important to note that in most cases, there will be very few problems encountered and the agent will be treated like the many participants who use the store. Experience is the best solution for handling problems, and agents will find they will feel very comfortable after doing buys over a period of time.

II. SANCTIONS AND FOLLOW-UP

A. The Investigative Report

After the compliance buy has been completed, the agent should attempt to fill out as much of the Investigative Report as possible. The agent may make any notes on the report that may be helpful in recalling what went on in the store. Upon return to headquarters, the Investigative Report should be typed and should only reflect the facts of the buy. Opinions of a personal nature should not be included in the report. The agent should submit the report to the Program Supervisor for the case file, and should keep a copy of the final typed report for reference.

B. Voucher Follow-Up

Often the store personnel will fill in the voucher after the agent leaves the store or will alter the voucher if the agent fills it out. It is critical that the vouchers used in the investigation be retrieved after redemption and held as evidence. These redeemed vouchers not only are evidence of the agent being in the store and the store accepting the vouchers, but also may show that an

overcharge occurred. All vouchers used in the buy should be compared with the report to be sure that the numbers and voucher type match.

C. The Case File

Once a decision is made with regard to the disposition of the market, a case file should be set up. The case file should be divided into four sections. The first section should contain any and all investigative materials that will be used against the vendor. These materials should include:

1. Any reports that were used to select the vendor for a compliance buy.
2. Any complaints that were put in writing.
3. The Investigative Report or reports.
4. Any receipts or credit slips.
5. The vouchers used in the buy.
6. Any other relevant information to be used against the vendor, such as prior warnings, vendor education visit documentation, letters, etc.

The second section should contain the letter sent to the vendor with the charges contained and notifying the vendor of the selected sanction. This section should also contain any other letters that are sent to the vendor regarding the disposition of the case, including any letters attempting to recover dollars or any offers of reduced sanction or probation.

The third section should contain any correspondence from the vendor regarding the matter. Phone contact by the vendor should be summarized and made into a file memo for this section.

The fourth section should contain any material related to an appeal. This section will also contain the appeal decision when rendered.

D. Violations and Penalties:

The State must publish criteria used for sanctioning vendors. This document must often be produced in appeal hearings to determine if the penalty is consistent with the policy.

E. Vendor Recoveries and Probation

It is in the best interest of the State to recover dollars obtained by a vendor in violation of the Federal Regulations whenever possible. Montana's policy is to recover funds when a clear overcharge is discovered or there are documented loss levels established by the investigation. Recovery of dollars may come in three forms.

First, the State may offer the vendor a reduced suspension on condition that all dollars found to be obtained in violation of Regulations be repaid. The vendor would then be required to make a single payment to the State or repay the total amount over a period of not more than ten months.

Second, the State may simply demand payment and hope the vendor will repay the money. In any case, the vendor should not be allowed to return to the Program until any claims are paid.

Third, the State may elect to take the vendor to court for dollars obtained in violation of the Regulations. This would only be cost effective if the claim were a large one.

F. Referrals

When it appears that a vendor or group of vendors are in violation of more than just the WIC Program Guidelines, such as Food Stamp Regulations, or Sanitation Laws, etc., the Program staff should refer the case to the proper agency for their follow-up. Often the agent will be asked to assist the referral agency in building a case against the vendor, and such cooperation is beneficial to the WIC Program.

III. APPEALS AND HEARINGS

A. Appeal and Hearing Procedures

Any vendor may appeal a decision of the Program staff to sanction him by notifying the State within 15 days of receipt of the sanction notice. The appeal letter should be addressed to the Health Services and Hospital Facilities Division Administrator. The Division Administrator may accept or deny the appeal based on the issues raised in the letter. If the appeal is accepted, the Division Administrator shall appoint a Hearing Officer who has no interest in the WIC Program or the vendor. Appeal hearings shall be held in the local agency's service area. In some rare cases vendor appeals may be held in other areas if agreed to by the vendor and the State. The Hearing Officer shall conduct the hearing in accordance with the policies set forth by the Department's Legal staff. The decision of the Hearing Officer should be forthcoming within 60 days of the close of the hearing record. No other administrative appeal procedure is available to the vendor, but he may seek review in the Supreme Court.

B. Hearing Schedules

It is important to hold the hearings as quickly as possible. The person scheduling the hearings should not accept delays unless reasonable and necessary to assure fairness. The average length of a hearing is between 40 minutes and 2 hours. Several hearings may be scheduled on the same day to make the most efficient use of staff time.

APPENDIX 6: PROGRAM BUY PACKET

VENDOR MONITORING

VOUCHER TRANSACTION REPORT

A. VENDOR NAME AND ADDRESS

Vendor Number

Transaction Number

B. DATE OF VISIT

____/____/____
Mo. Day Year

C. AIDE'S STATEMENT

I, _____, declare:

On the above date at about (time) _____, I entered the vendor's store. I had in my possession the WIC voucher(s) listed on page 3, Section E4 and no cash, as verified by _____, State Monitor. I selected the items listed in Section D. The vendor's store has _____ primary grocery check-out register(s); _____ of which was/were in operation at the time of purchase. At the check-out counter where was/were _____ person(s) in line ahead of me and _____ persons in the line behind me at the time of purchase. The clerk sold to me the items listed in Section D1, 2 and 3, at a total cost of \$ _____. During check-out the voucher(s) was/were in plain view of the clerk who served me. I gave the cashier _____ WIC vouchers. The clerk did/did not give me a register tape for a total cost of \$ _____.

KNOWN VIOLATIONS NOTED: _____

OTHER COMMENTS: _____

SUMMARY OF PURCHASE

Vendor Number _____

If the voucher(s) were accepted,
complete the following:

Transaction Number _____

A. Voucher # _____

B. Total Price Charged \$ _____

D.1. Ineligible Items

Voucher Number(s) Used	Quantity	Brand Name	Item	Purchase Price	Shelf Price*	Initials

D.2. Excessive Items

Voucher Number(s) Used	Quantity	Brand Name	Item	Purchase Price	Shelf Price*	Initials

D.3. Eligible Items

Voucher Number(s) Used	Quantity	Brand Name	Item	Purchase Price	Shelf Price*	Initial

D.4. Items Clerk Refused to Sell

Voucher Number(s) Used	Quantity	Brand Name	Item	Purchase Price	Shelf Price*	Initials

D.5. Amount of Change or Cash Received, If Any \$ _____

*If Shelf Price is different than Purchase Price, explain how shelf price was obtained:

Vendor Number _____

Transaction Number _____

E.1. DESCRIPTION OF CLERK

SEX	RACE	AGE	HEIGHT	WEIGHT	HAIR COLOR

OTHER IDENTIFYING INFORMATION:

E.2. IDENTIFIED DURING TRANSACTION AS (NAME):

MEANS OF IDENTIFICATION (e.g., Name Tag)

E.3. COMMENTS OF CLERK

E.4. RECORD OF WIC VOUCHER(S) ISSUED AND USED IN TRANSACTION:

ISSUED VOUCHER NUMBER	USED	RETURNED	"NOT TO EXCEED" AMOUNTS	VALID PERIOD	PARTICIPANT'S NAME	VOUCHER ISSUED TO	FOOD RECEIVED BY

E.5. CERTIFICATION

This declaration consists of ____ pages. I have signed or initialed each page. The facts stated in the declaration are true to my knowledge. If I am called to testify as a witness in any proceeding I am competent to testify to the matters stated herein.

Further declarant sayeth not.

I declare under penalty of perjury the foregoing is true and correct

AIDE'S SIGNATURE

DATE EXECUTION/Month, Day, Year

PLACE EXECUTED

WITNESS

(E.3. COMMENTS OF CLERK Continues on next page.)

E.3. COMMENTS OF CLERK Continued:

Vendor Number _____

Transaction Number _____

Donated Items

I certify that I received from State Monitor _____ the item
alongside which I have initialed in Sections D1, D2 and D3 for use by my organization.

Signature	Title	Date
Organization	Address	

Destroyed Items

I certify that I destroyed the items alongside which I have initialed because they
became unfit for human consumption or I was unable to donate them.

State Monitor	Witnessed By	Title	Date
---------------	--------------	-------	------

Alcoholic Beverages

I certify that I destroyed the alcoholic beverages alongside which I have initialed.

State Monitor	Witnessed By	Title	Date
---------------	--------------	-------	------

Retained Items

I certify that I am retaining for evidence the items which are not initialed.

State Monitor	Date
---------------	------

Finding

The property item(s) donated, abandoned, or destroyed as certified in Sections D1, D2
and D3 have been found to have no commercial value or the estimated cost of continued
care and handling would exceed the estimated proceeds from sale. Donation of item(s)
abandoned or destroyed was determined to be unfeasible.

State Monitor	Date
---------------	------

APPENDIX 7: VENDOR MONITORING CHECKLIST

VENDOR MONITORING

- _____ Voucher Numbers Recorded
- _____ Partial Completion of Vouchers
- _____ WIC Monitoring Forms
- _____ Cover Story
- _____ Possible Violations
- _____ Checkpoints (1 and 2)
- _____ Safety Precautions
- _____ Observations while in store (registers, clerks, etc.)
- _____ Make sure participant has no cash on person
- _____ Drive directly to store and back to checkpoint

APPENDIX 8
VIOLATION SUMMARY

VENDOR'S NAME: _____

VENDOR'S ADDRESS: _____

VENDOR NUMBER: _____

VIOLATIONS NOTED:

	Date (/ /) Transaction #1	Date (/ /) Transaction #2	Date (/ /) Transaction #3	Date (/ /) Transaction #4	Date (/ /) Transaction #5
<u>MINOR:</u>					
Ineligible Items					
Excessive					
Similar WIC Items					
Other					
<u>MAJOR:</u>					
Cash					
Beer					
Liquor					
Household Items					
Laundry Items					
Cigarettes					
Meat					
Fixed Amount on					
Voucher(s)					
Other					

APPENDIX 9

LETTER FROM DHES ASSURING TITLE VI COMPLIANCE

May 31, 1986

TO WHOM IT MAY CONCERN:

The Montana Department of Health and Environmental Sciences certifies that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary source of a grant is provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

Contracts and Grants Officer

APPENDIX 10
TRANSCRIPT OF WIC PUBLIC HEARING

BEFORE THE DEPARTMENT OF HEALTH AND ENVIRONMENTAL SCIENCES
OF THE STATE OF MONTANA

In the matter of the Fiscal Year)
1987 State Plan for the Special)
Supplemental Food Program for)
Women, Infants and Children [WIC])
_____)

TRANSCRIPT OF HEARING

May 30, 1986
Helena, Montana

I N D E X

OPENING STATEMENT BY MS. PARKER.....	1
STATEMENT BY DAVE THOMAS.....	3
CERTIFICATE OF REPORTER.....	7

* * * * *

E X H I B I T S

EXHIBITS #1 - #4.....	4
EXHIBITS #5 - #6.....	5

1 BEFORE THE DEPARTMENT OF HEALTH AND ENVIRONMENTAL SCIENCES
2 OF THE STATE OF MONTANA

3 * * * * *

4 In the matter of the Fiscal Year)
5 1987 State Plan for the Special)
6 Supplemental Food Program for)
 Women, Infants and Children [WIC])

TRANSCRIPT OF HEARING

7 * * * * *

8 The above-entitled matter came on for hearing before the
9 Department of Health and Environmental Sciences beginning at
10 9:00 A.M. on Friday, May 30, 1986, in Conference Room C209,
11 Cogswell Building, 1400 Broadway, Helena, Montana.

12 Proceedings of the hearing were reduced to writing, to-wit:
13 shorthand, and were also recorded on a tape recording machine by
14 Paulette M. Longmire, hearings reporter and Notary Public for the
15 State of Montana. Here follows a complete transcript of the
16 proceedings and of the hearing, and all testimony adduced
17 thereat.

18
19 Hearings Officer Presiding:

20 ELEANOR PARKER, Attorney at Law
21 Department of Health and Environmental Sciences
22 Cogswell Building
 Helena, MT 59620

23 The following proceedings were had:

24
25 OPENING STATEMENT BY MS. PARKER

26 MS. PARKER: We'll have the record show that this
27 is the time and place for the public hearing on the WIC
28 State Plan for Fiscal Year 1987. The regulations issued by

1 the U.S. Department of Agriculture for the Special Supple-
2 mental Food Program for Women, Infants and Children requires
3 that state agencies administering the program hold annual
4 public hearings to allow public input into the State Plan of
5 Operations. A memorandum announcing this public hearing was
6 distributed on April 25, 1986, this year, with a brief
7 synopsis of the contents of the State Plan. The memo also
8 indicated that this hearing would be held today at this time
9 and that written testimony had to be received by me before
10 5 p.m. yesterday, May 29. We have gotten two written
11 comments, one from Dr. Ralph Campbell, Lake County Health
12 Officer, and another from the Montana Intertribal Policy
13 Board, both of which will be included as part of the record.
14 I'll continue with some groundrules for this hearing. Have
15 the record show that my name is Ellie Parker. I'm the
16 presiding officer in this matter. This will be an informal
17 investigative hearing. It's not adversary in nature and the
18 right of objection or cross-examination will not be afforded
19 to anyone. Formal rules of evidence will not be observed.
20 All testimony must be relevant to the subject matter at
21 hand. Please present whatever evidence, testimony, state-
22 ment or information you may have in one piece and do so as
23 efficiently as possible. You may read a prepared statement,
24 summarize it, or speak extemporaneously. If organizations
25 are represented, a representative speaker should present the
26 statement for the entire organization. A witness taking the
27 rostrum will commence by stating name, address, occupation,
28 title and name of any organization being represented. Any

1 proponents may make their statements concerning the WIC
2 State Plan first, followed by any individuals who may oppose
3 it or wish to comment from the position of neutrality. Dave
4 Thomas is here to speak on behalf of the State Plan, and
5 we'll start with you.

6
7 DAVE THOMAS, representing the Department, presented the following
8 statement:

9
10 STATEMENT BY DAVE THOMAS

11 MR. THOMAS: Madam Hearing Officer, my name is
12 Dave Thomas and I am employed as a Health Service Program
13 Supervisor in the Department of Health and Environmental
14 Sciences. I coordinate the Special Supplemental Food
15 Program for Women, Infants and Children, known as WIC. I
16 reside at 720 East Sixth, Helena, Montana 59601. Notice of
17 this public hearing was mailed to local health officers,
18 county extension offices, participating food vendors, who
19 are retail grocery stores, tribal health officers, family
20 planning programs, county commissions, public health nurses,
21 Indian Health Service unit directors, and public libraries,
22 on April 25, 1986. On May 5, 1986, a copy of the proposed
23 changes in the plan was mailed to local WIC agencies for
24 public viewing. I submit a written list of these agencies
25 to be part of the record. (HANDS DOCUMENT TO PRESIDING
26 OFFICER)

27 MS. PARKER: I'll mark this as Exhibit 3, and the
28 two letters that we mentioned earlier will be

1 Exhibits 1 and 2. (MARKS FOR IDENTIFICATION,
2 EXHIBITS #1, #2, AND #3)

3 MR. THOMAS: Before I present some recent changes
4 to the plan, I wish to submit for the record a statement by
5 C. Arden Miller, M.D., Professor of Maternal and Child
6 Health at the University of North Carolina, Chapel Hill,
7 presented at the annual Montana Public Health Association
8 Conference in April of this year. And I quote, "The nutri-
9 tional supplemental programs and educational programs under
10 WIC work. Those participants have better records of early
11 participation in prenatal care and their babies have a
12 better birthweight and better head circumference and the
13 babies who are born to women who participate in WIC have
14 less chance of requiring hospitalization in the first year
15 of life than those who have not participated." End of
16 quote. Further, I wish to submit for the record a copy of
17 the executive summary of the National WIC Evaluation regard-
18 ing the effectiveness of the WIC Program. (HANDS TO PRESID-
19 ING OFFICER)

20 MS. PARKER: Thank you. We'll accept this as
21 Exhibit 4. (MARKS FOR IDENTIFICATION, EXHIBIT #4)

22 MR. THOMAS: I now submit the Affirmative Action
23 Plan as defined by the WIC regulations in 7 CFS 246.4(A)(5).
24 This will be known as Appendix 2 and contains participation
25 -- excuse me, updated participation and estimated eligible
26 clients data. (HANDS TO PRESIDING OFFICER)

27 MS. PARKER: It's Appendix 2 to what?

28 MR. THOMAS: The State Plan.

1 MS. PARKER: Okay. For the record, we'll call it
2 Exhibit 5. (MARKS FOR IDENTIFICATION, EXHIBIT #5)

3 MR. THOMAS: The updated data in there and the
4 resulting calculations were not available to be sent with
5 the proposed changes mentioned earlier. I also wish to add
6 an objective to Section 13 of the Plan, paragraph (i), as
7 follows. There will be a proposed new paragraph (f) as
8 follows: "Objective. By February 1, 1987, the vendor
9 management specialist will have designed, implemented and
10 evaluated standards and protocol for conducting educational
11 purchases of WIC foods from participating vendors." I don't
12 have a written copy of that, so I'll just present that
13 verbally.

14 MS. PARKER: All right.

15 MR. THOMAS: I also wish to add a revised Appen-
16 dix 14 appendix to the State Plan, entitled, "Nutrition
17 Education Participant Survey." (HANDS TO PRESIDING OFFICER)

18 MS. PARKER: And that will be Exhibit 6. (MARKS
19 FOR IDENTIFICATION, EXHIBIT #6)

20 MR. THOMAS: At this time, I would submit the
21 Intertribal Policy Board letter previously referred to.

22 MS. PARKER: Okay.

23 MR. THOMAS: There are no other editorial or
24 typographical changes that have been made known to me and
25 there are no other such changes promulgated by WIC staff at
26 this time. No significant errors or omissions have been
27 made known to me. No other comments, either positive or
28 negative, about the Plan's comments, have been received by

1 me. That concludes my testimony.

2 MS. PARKER: Thank you. Are there any other
3 persons present that wish to make a statement?

4 (NO RESPONSE) There being none, I declare this
5 hearing closed.

6 (HEARING CLOSED - 9:07 A.M.)

7
8 * * * * *

9
10 C E R T I F I C A T E

11 STATE OF MONTANA)
12 County of Lewis and Clark) ss.

13 I, Paulette M. Longmire, a Notary Public for the State of
14 Montana, and reporter duly sworn to report a hearing before the
15 Department of Health and Environmental Sciences, in the matter of
16 the Fiscal Year 1987 State Plan for the Special Supplemental Food
17 Program for Women, Infants and Children [WIC], do hereby certify
18 that the above and foregoing transcript is a full, true and
19 correct transcript of and contains all of the testimony and
20 proceedings offered during the hearing held in Conference
21 Room C209, Cogswell Building, 1400 Broadway, Helena, Montana,
22 beginning at 9:00 a.m. and concluding at 9:07 a.m. on Friday,
23 May 30, 1986.

24 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
25 my Notarial Seal this 13th day of June, 1986.

26
27 (S E A L)

28 *Paulette M. Longmire*
NOTARY PUBLIC for the State of Montana
Residing at Helena
My Commission expires 10/5/88



LAKE COUNTY HEALTH & FAMILY PLANNING
8th and Main - Phone 883-6211 Ext. 207
Box 4035 - Polson, Mt. 59860

Eph. 1

RECEIVED

May 9, 1986

MAY 15 1986

LEGAL DIVISION

Eleanor Parker, Hearing Officer
Director's Office
State Dept. of Health & Env. Sci.
Cogswell Building
Helena, MT 59620

Dear Ms. Parker:

In these days where all of our preventative health programs are threatened by budget cuts, I am more concerned with augmenting existing programs that are well proven to be worthwhile by the passage of time, than to launch new unproven programs and hire more personnel to operate them.

I refer specifically to my objection to a plan to serve migrants and Indians. My bias come from living in northwestern Montana, operating a cherry orchard and living on an "open" Indian reservation.

Migrant workers, here, mostly have residence in the state of Washington and derive all the benefits possible from that state. They are here for an average of two weeks to pick cherries. During that time they are interested in being paid good money for their work and picking, competitively, with their fellow-pickers without taking time out of the work day for talks with representatives of various health-care delivery plans. Some picker couples make \$100.00 a day. They make the trip here for one purpose, making money without distractions. Most follow the next fruit crop in Washington, pears or prunes and return to home base.

Indians, in this county, have the best of both worlds; they can use all of the services of the rest of the populace, such as free medical care for which the rest pay full-price; and they have, thanks to affirmative action, duplicated programs run by the tribe, including their own W.I.C. program. It is my opinion that Lake County migrants are already very adequately taken care of and that Lake County Indians (or tribal members) are being programmed to death.

Sincerely,

Ralph K. Campbell
Ralph K. Campbell, M.D.
Lake County Health Officer

RKC/das

Page 2
MAY 17 1986

Montana Inter-Tribal Policy Board

2303 Grand Ave., Suite 5 • Billings, MT 59102 • (406) 652-3113

MEMBER TRIBES

Blackfeet
Crow
Flathead
Fort Belknap
Fort Peck
Little Shell
Northern Cheyenne
Rocky Boy

May 27, 1986

David L. Thomas,
WIC Program Coordinator
Health Services and Medical
Facilities Division
SDHES, Cogswell Building
Helena, Montana 59620

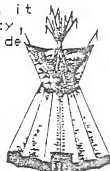
Dear Mr. Thomas,

I would like to provide written comments for the Public Hearing, which is scheduled for May 30, 1986.

I am pleased to see that the Montana WIC Program will continue to work toward reducing the occurrence of low birth weight infants in the WIC target population. In the 1986 State Plan several related objectives were recommended to assist local WIC programs in their efforts to reduce low birth weight. These objectives were: improving dietary intake during pregnancy, reduction or elimination of substance abuse (use of alcohol, non-prescription drugs, smoking and caffeine during pregnancy and lactation), monitoring of weight gain during pregnancy, and/or special outreach and referral service objectives.

These objectives require more than behavioral changes in an individual woman. Many of them require long-term behavioral changes in the family, in the community, and in the health care providers. The WIC Program cannot effectively promote these changes by itself; the task is too large.

That doesn't mean that WIC shouldn't try to promote healthy lifestyles. It does mean that if WIC is to be effective, it must join hands with other health professionals, community members, and the families of the women we serve, to provide consistent messages promoting healthy lifestyles.



For example, it is very difficult for the WIC dietitian to effectively counsel a pregnant teenager to quit smoking when her parents smoke, her husband smokes, all of her friends smoke, and smoking continues to be advertised as the young and glamorous thing to do. The "stop smoking" message gets lost amid these competing non-verbal messages.

I believe that WIC's involvement in the Montana Coalition of Healthy Mothers/Healthy Babies is an important step in effectively promoting healthy lifestyles. I believe that as we link our nutrition education efforts with the health education efforts of others, we will see changes in the health behaviors of those we serve.

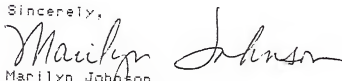
On another note, I would like to thank the nutrition staff of the Montana WIC Program for the monthly nutrition mailings which were provided during the past year. In this rural state, many WIC nutritionists have limited access to libraries which carry medical and nutrition journals. I have found that even in Billings, researching a controversial nutrition topic can be time-consuming and frustrating. The inter-library loan system is most helpful, but cannot substitute for professional research articles right at hand. The nutrition mailings have helped to bridge this gap, by providing up-to-date information on numerous issues for maternal and child health. I would encourage the State WIC Office to continue to provide this vital service to the local professional staff.

In recent years we have seen a shift from public spending for health and social programs to an increase in private sector and charitable spending for these programs. The Montana Indian Reservations have been very hard hit by this shift because the private sector is not well developed on most reservations at this time. The other health and social

services who could join hands with the reservation WIC programs are either out of business, or severely limited in their operations. We continue to be concerned about inadequate funding for WIC. Staff shortages and large WIC caseloads can limit the time available for client education, at a time when other resources are also limited.

I would urge the State WIC office to take into account the availability of other health and social services when making decisions about funding, staffing patterns, and WIC caseloads.

Sincerely,

A handwritten signature in cursive script that reads "Marilyn Johnson". The signature is written in dark ink and is positioned above the typed name and title.

Marilyn Johnson,
WIC Nutrition Coordinator
Montana Inter-tribal Policy Board

APPENDIX 4: Description and Maps of Local Agencies

Local Agencies in Montana

Local Agency	Address	Area Served	No. of Clinics
Big Horn Co. WIC Program	809 North Custer Hardin, MT 59034	Big Horn Co.	1
Blackfeet Reservation Hospital WIC Program	Blackfeet Tribal Health Dept. IHS Browning, MT 59417	Blackfeet Res.	2
Broadwater Co. WIC Program	P. O. Box 489 Townsend, MT 59644	Broadwater Co. Meagher Co.	1
Cascade Co. WIC Program 17th Ave. S	Cascade Cy-Co Health Dept. 1130 Great Falls, MT 59405	Cascade Co.	1
Chouteau Co. WIC Program	P. O. Box 475 Fort Benton, MT 59442	Chouteau Co.	1
Crow Agency WIC Program	PHS Hospital Crow Agency, MT 59022	Crow Res.	3
Dawson Co. WIC Program	County Health Dept. 207 W. Bell Glendive, MT 59330	Dawson Co. McCone Co. Wibaux	1 1
Eastern Plains WIC Program	Holy Rosary Hospital 2101 Clark St. Miles City, MT 59301	Custer Co. Garfield Co. Powder River Co. Prairie Co. Rosebud Co.	1 1 1 1 1 4
Flathead Co. WIC Program	723 5th Ave. E. Kalispell, MT 59901	Flathead Co.	1
Flathead Reservation WIC Program	Flathead Tribal Health Dept. P. O. Box 340 St. Ignatius, MT 59865	Flathead Res.	3
Fort Belknap Reservation WIC Program	PHS Hospital Ft. Belknap Hospital R.R. #1, Box 103 Harlem, MT 59526	Fort Belknap Res.	1
Fort Peck Reservation WIC Program	WIC Program P. O. Box 729 Wolf Point, MT 59201	Fort Peck Res.	2

Gallatin Co. WIC Program	Rm. 105, Courthouse Bozeman, MT 59715	Gallatin Co. Park Co.	1 $\frac{1}{2}$
Glacier Co. WIC Program	Glacier Co. Health Dept. 125 9th Ave., S.E. Cut Bank, MT 59427	Glacier Co.	1
Granite Co. WIC Program	P. O. Box 247 Philipsburg, MT 59858	Granite Co.	1
Hill Co. WIC Program	P. O. Box 1466 Havre, MT 59501	Hill Co. Blaine Co.	2 $\frac{1}{3}$
Lake Co. WIC Program	7 - 3rd Ave. W Polson, MT 59860	Lake	1
Lewis and Clark Co. WIC Program	Lewis & Clark Co. 316 North Park Helena, MT 59623	Lewis & Clark Co. Jefferson Co.	1 $\frac{2}{3}$
Lincoln Co. WIC Program	P. O. Box 873 Libby, MT 59923	Lincoln Co.	2
Missoula Co. WIC Program	Missoula City-County Health Dept. 301 West Alder Street Missoula, MT 59801	Missoula Co. Ravalli Co. Mineral Co.	1 2 $\frac{1}{4}$
Northern Cheyenne Reservation WIC Program	PHS Indian Health Center Lame Deer, MT 59043	Northern Cheyenne Res.	1
Pondera Co. WIC Program	P. O. Box 1291 Conrad, MT 59425	Pondera Co.	1
Richland Co. WIC Program	221 5th Street, S.W. Sidney, MT 59270	Richland Co.	1
Rocky Boy WIC Program	PHS Indian Health Ctr. Rocky Boy Route Box 664 Box Elder, MT 59521	Rocky Boy Res.	1
Sanders Co. WIC Program	P. O. Box 926 Thompson Falls, MT 59873	Sanders Co.	1
Silver Bow Co. WIC Program	Family Service Center 25 West Front St. Butte, MT 59701	Silver Bow Co. Beaverhead Co. Deer Lodge Co. Powell Co.	1 1 1 $\frac{1}{4}$

Stillwater Co.
WIC Program

350 West Pike
Columbus, MT 59019

Stillwater Co. 1

Teton Co.
WIC Program

P. O. Box 820
Choteau, MT 59422

Teton Co. 1

Valley Co.
WIC Program
621.2nd Street, S.
WIC Program

c/o Frances Mahon
Deaconess Hospital
621.2nd Street, S.
Glasgow, MT 59230

Valley Co. 2
Phillips Co. 1

Yellowstone Co.
WIC Program

Yellowstone City/County
Health Dept.
Room 205, Courthouse
Billings, MT 59101

Yellowstone Co. 3
Carbon Co. 1
4

EXECUTIVE SUMMARY

THE NATIONAL WIC EVALUATION

The WIC Program

WIC, the Special Supplemental Food Program for Women, Infants, and Children, is a federally funded food program designed to improve the nutrition and health status of low-income pregnant, breastfeeding, and postpartum women; infants; and preschool children who are at nutritional risk. The program is administered by State health agencies. Program benefits include the provision of highly nutritious supplemental food, nutrition education, and referral to health care. In fiscal year 1984, WIC served an average of over 3 million persons per month at a cost of approximately \$1.3 billion.

The National WIC Evaluation

The National WIC Evaluation was conducted in response to widespread interest in the health and nutritional impacts of the program. The evaluation was designed to be comprehensive and national in scope. Specific objectives of the evaluation included:

- Assess the effects of WIC on pregnant women, including measures of pregnancy outcome, nutritional status, dietary intake, and health care utilization;
- Assess the effects of WIC on children, including measures of growth, dietary intake, health care utilization, and psychological development;
- Describe the characteristics of those who benefit most from participation in WIC; and
- Determine the degree to which WIC foods substitute for foods which would have been purchased without the program or are shared with family members.

The National WIC Evaluation lasted 5 years. Initial activities included a descriptive survey of program operations and a pretest of some techniques for field evaluation. These are described in Phase I Final Report.*

*Available from the National Technical Information Service, Springfield, VA.

The final phase of the evaluation began with the design of four interrelated studies, conducted concurrently. The first two studies addressed the effects of WIC participation on pregnant women and their newborn infants. The third assessed the effects of WIC on infants and children, and the fourth evaluated the impact of WIC program benefits on household food expenditures.

- The Historical Study of Pregnancy Outcome estimated the effect of the WIC program on birth outcome over a 9-year period (1972 through 1980) for all births in 19 states and the District of Columbia. WIC program participation data, vital statistics, and the U.S. Census were used.
- The Longitudinal Study of Pregnant Women collected data from a nationally representative sample of 3,863 WIC women from 174 clinics across the nation and 1058 comparable women from the same geographic areas not enrolled in the program. The effects of WIC on maternal dietary intake, weight gain, anthropometry, duration of gestation, birthweight, and infant length and head circumference were estimated from data collected at WIC intake or first prenatal visit (controls), followup in the eighth month of pregnancy, and from hospital records after delivery.
- The Study of Infants and Children was a cross-sectional study of 2619 preschool children of women in the Longitudinal Study, one-third currently enrolled in the WIC program, one-third enrolled in the past, and one-third who had never been enrolled in the program. The effects of WIC on dietary intake, physical and psychological development, and use of health services were estimated.
- The Food Expenditures Study measured the degree to which WIC foods may have been substituted for foods that would have been purchased without the program, or were shared with family members. All pregnant women provided recall data on monthly food expenditures, and 1,031 WIC and 551 non-WIC women completed detailed food expenditures diaries.

In addition, previous research on the effects of the WIC program on health, growth, and development was comprehensively reviewed.

Summary of Results:

Pregnant Women and Newborn Infants

Past research suggested that WIC participation reduced the rate of low birthweight by about 1 to 2 percent and increased birthweight by 15 to 60 grams. Effects on maternal anemia or on perinatal and infant mortality were unclear.

The National WIC Evaluation found the following major effects of the WIC program:

- A significant increase in first trimester registration for prenatal care, and a significant reduction in the proportion of women with inadequate numbers of visits for prenatal care (Historical Study).
- The significant disparity in early pregnancy weight gain among WIC women was reversed during program enrollment (Longitudinal Study). There was an unexpected, but consistent and significant negative relationship between WIC benefits and maternal fat scores in late pregnancy (Longitudinal Study).
- The duration of gestation was 1.4 days longer among WIC recipients (Historical Study). There were significant decreases in the rate of preterm delivery associated with WIC benefits, but only among less educated women (under 12 years) (Historical Study).
- There were significant increases in birthweight associated with WIC benefits, with estimates ranging from 23 to 47g (Historical Study). While in the Longitudinal Study there was no significant difference in birthweight between infants whose mothers received WIC benefits and control women, birthweight was significantly related to the quality of the local WIC program's operation as judged by State WIC directors.
- In general, effects were greatest among pregnant women assumed to be at greater need (women with less education, or ethnic minority women; Historical Study).
- The head circumferences of infants whose mothers received WIC benefits were significantly greater than those of controls. (This was parallel to results for preschool children: see below).
- Participation in WIC was associated with significantly reduced late fetal death (2.3 per 1,000 births; Historical Study). The estimated magnitude in reduction of neonatal (early infant) mortality was similar, but not significant.
- WIC was associated with improved intake of (protein, iron, calcium, and Vitamin C, as well as for energy, magnesium, phosphorus, thiamin, riboflavin, niacin, Vitamin B₆, and Vitamin B₁₂ (Longitudinal Study).
- WIC had no apparent effect on smoking or alcohol consumption, which are known to be harmful during pregnancy.
- WIC had no effect on the intention to breastfeed or on breastfeeding at discharge.

Infants and Preschool Children

Sound past research on the effects of WIC program participation on preschool children is scanty. It is, however, unlikely that there would be much effect of WIC on linear growth in childhood, given that supplementary food programs among poor, third-world children have had little demonstrable effect. The effects of WIC program participation on infants and preschool children, estimated in the National WIC Evaluation, were

- Among infants, significantly increased intake of iron and Vitamin C, and significantly lower rates of low intake of iron, Vitamin C, and Vitamin A. Infants enrolled in WIC are fed iron enriched formula, and not whole milk. Their intakes of protein, calcium, magnesium, phosphorus, and Vitamin B₆ were consequently lower than those of control infants, but were greater than the RDAs for these nutrients.
- Among older preschool children, significantly increased intake of iron, Vitamin C, thiamin, niacin and Vitamin B₆, and significantly lower rates of low intake of Vitamin A, riboflavin and Vitamin B₆.
- Greatest dietary benefits were among children of highest risk: children who are poor, short, black, or in families consisting only of the pregnant mother and preschool child.
- There were no measurable effects of past WIC enrollment on children's diet, only of current benefits. However, children no longer enrolled in the program were as likely to be at high risk (i.e., short, poor, thin, etc.) as those currently receiving benefits.
- WIC participants were shorter than control children, presumably a consequence of program selection criteria. However, if WIC benefits were begun in utero or infancy, there was no parallel deficit in head circumference (see above).
- Children enrolled in WIC were more likely to have a regular source of medical care and were better immunized.
- Children who began WIC benefits in utero had significantly better vocabulary scores, and those whose first benefits were after the first birthday, significantly better digit memory, than control children.

Food Expenditures

The analyses of food expenditure recall and diary data showed the following effects:

- WIC families spend significantly more on WIC-type foods than non-WIC families do.
- WIC families spend less on meals away from home than do non-WIC families, even after the increase in real income which results from receipt of the WIC food package.
- Overall, WIC families did not increase their total food expenditures as a result of program participation. The value of the food package is almost totally substituted for expenditures the family would have made without the program.
- Increased expenditures for WIC-type foods and lower spending on meals away from home indicate potentially better nutrient quality of diets even though total food expenditures are no higher.

Conclusions

WIC improves the diets of pregnant women and children. Among infants, WIC increases consumption of formula in place of cow's milk. The effect of this is to increase iron intake and decrease intake of protein, calcium, phosphorus, and magnesium, which have lower concentrations in formula than in milk, but not below the RDAs.

WIC increases gestation and reduces the likelihood of preterm delivery. WIC probably increases birthweight, but the evidence from this evaluation was mixed. WIC reduces late fetal deaths and may reduce the death rate of newborns. WIC increases head size of infants.

WIC improves pregnant women's weight gain and use of prenatal care. It does not reduce their smoking or drinking alcohol or change their likelihood of breastfeeding.

WIC probably does not affect the height or weight of children, but the research design did not assess changes over time in children and so cannot support strong conclusions in this area. Children who enter WIC early in life are shorter than controls, which is evidence of appropriate targeting of the program to high risk children.

WIC is associated with greater likelihood of children's having a regular provider of medical care and being well vaccinated. It is also associated with better cognitive performance in children.

WIC does not increase total family food expenditures. It does increase spending for WIC-type foods and decrease spending for meals away from home.

FY 86 AFFIRMATIVE ACTION PLAN
ACTUAL CASELOAD BY PRIORITY FOR MARCH, 1986

Project	A.A. Rank	P-I	P-II	P-III	P-IV	P-V	TOTAL	TOTAL ESTIMATED ELIGIBLE FOR 1987
*Yellowstone	1	359	65	485	55	152	1,120	1,801
*Cascade	2	509	51	275	35	181	1,054	1,762
*Missoula	3	357	149	600	83	166	1,332	1,206
*Fort Peck	4	204	99	298	36	160	797	554
*Flathead Co.	5	147	85	193	155	8	579	1,052
*Lewis & Clark	6	166	93	179	171	325	934	755
*Callatin	7	151	3	187	122	175	497	719
*Silver Bow	8	162	51	263	65	181	722	499
+Ravalli	9	100	37	180	20	64	388	516
*Lake	10	67	28	120	36	92	343	532
*Blackfeet	11	167	95	355	37	183	837	649
*Hill	12	33	32	70	35	116	278	397
*Lincoln	13	49	29	68	30	49	199	399
*Fergus	14	-	-	-	-	-	-	343
*Crow	15	79	57	206	66	203	611	648
*Richland	16	50	11	54	24	25	164	267
*Northern Cheyenne	17	129	47	180	15	30	396	394
*Flathead Reservation	18	95	47	190	28	72	432	373
*Custer	19	35	14	46	44	74	199	237
*Valley	20	23	11	28	6	29	95	283
*Rosebud	21	21	14	14	17	33	94	284
*Big Horn	22	30	11	66	25	45	178	409
+*Beaverhead	23	25	11	39	14	37	126	226
*Dawson	24	38	9	16	41	24	128	201
+Carbon	25	13	2	23	4	5	47	214
*Sanders	26	39	13	32	57	0	173	192
*Glacier	27	5	4	19	18	30	76	377
+*Blaine	28	9	4	13	6	18	50	254
+*Phillips	29	15	4	21	13	38	90	207
*Park	30	41	0	54	15	39	127	174
*Teton	31	13	3	20	13	24	69	203
Roosevelt	32	-	-	-	-	-	-	329
*Deer Lodge	33	51	20	87	20	78	256	157
*Pondera	34	8	7	21	2	4	41	188
*Chouteau	35	7	4	24	5	17	57	171
+*Powell	36	35	8	53	13	39	148	194
*Fort Belknap	37	44	27	87	30	139	327	174
Toole	38	-	-	-	-	-	-	128
+*Jefferson	39	19	7	18	12	44	100	114
Sheridan	40	-	-	-	-	-	-	126
Musselshell	41	-	-	-	-	-	-	131
*Rocky Boy	42	54	27	55	19	93	248	157
*Madison	43	-	-	-	-	-	-	124
*Stillwater	44	8	7	7	9	34	64	92
*Broadwater	45	33	11	31	16	11	95	94
*Sweet Grass	46	-	-	-	-	-	-	92
*Mineral	47	19	10	21	5	7	57	77
+*Fallon	48	-	-	-	-	-	-	75
Judith Basin	49	-	-	-	-	-	-	79
*Daniels	50	-	-	-	-	-	-	77
+*Powder River	51	3	0	6	1	7	13	70
*McCone	52	2	0	2	2	4	10	74
*Liberty	53	-	-	-	-	-	-	70
*Wheatland	54	-	-	-	-	-	-	66
*Granite	55	3	3	10	10	5	31	65
+*Garfield	56	3	1	2	1	6	12	60
+*Prairie	57	1	3	3	2	2	11	62
*Carter	58	-	-	-	-	-	-	55
+*Meagher	59	-	-	-	-	-	-	42
*Wibaux	60	1	0	0	3	1	5	35
*Golden Valley	61	-	-	-	-	-	-	36
*Treasure	62	-	-	-	-	-	-	29
*Petroleum	63	-	-	-	-	-	-	28
TOTAL		3,422	1,214	4,728	1,411	3,130	13,905	18,051

* = Currently operating the WIC Program.

+ = Satellite site

plan-3
wicpln

APPENDIX 14
WIC NUTRITION EDUCATION
PARTICIPANT SURVEY

We need your help! As you know, the WIC program provides both nutrition education and supplemental foods to its participants -- We would like to know how we can make our program more effective. Please help us by answering the following questions. There are no right or wrong answers. If you need help, please ask a staff member for assistance. Your answers will not be reviewed at this clinic and all responses will be kept confidential.

After completing this form, place it in the envelope provided. Please do not put your name on this questionnaire. Answering these questions will not affect your WIC eligibility or benefits.

- 1) Please check (X) which of the following members of your family are on the WIC program now:

<input type="checkbox"/> Pregnant Woman	<input type="checkbox"/> Pregnant Teen (17 years or younger)
<input type="checkbox"/> Breastfeeding Woman	<input type="checkbox"/> Breastfeeding Teen (17 yrs or younger)
<input type="checkbox"/> Infant (0-12 months)	<input type="checkbox"/> Child (13 months - 5 years)

- 2) I feel learning about nutrition is: (X) Check the best answer below:

☐ 1. Very important
☐ 2. Somewhat important
☐ 3. Not important

- 3) The nutrition information and care I have received at WIC has been: (X) Check the best answer below:

☐ 1. Very helpful
☐ 2. Somewhat helpful
☐ 3. Slightly helpful
☐ 4. Not helpful
☐ 5. I receive no nutrition information at WIC

- 4) I like to learn about nutrition from: (X) Check your answer(s) below:

☐ 1. Nutrition information given in a group setting - Classes
☐ 2. Movies, film strips, slides or video programs about nutrition
☐ 3. Pamphlets for me to read
☐ 4. Posters and bulletin boards in the clinic
☐ 5. The WIC professionals talking to me alone in a private setting about nutrition
☐ 6. Please add your own suggestions: _____

- 5) Do you find the individual nutrition counseling you receive at WIC helpful?
(X) Check the best answer below:

☐ 1. Very helpful
☐ 2. Somewhat helpful
☐ 3. Slightly helpful
☐ 4. Not helpful
☒ 5. I receive no individual nutrition counseling at WIC

- 6) Has the WIC program been helpful to you in getting your nutrition questions answered? (X) Check the best answer below:

☐ 1. Very helpful
☐ 2. Somewhat helpful
☐ 3. Slightly helpful
☐ 4. Not helpful
☒ 5. They have not answered my nutrition questions

- 7) Do you feel the recommendations/suggestions made by the WIC staff help you with your health problems? (X) Check the best answer below:

☐ 1. Very helpful
☐ 2. Somewhat helpful
☐ 3. Slightly helpful
☐ 4. Not helpful
☒ 5. No recommendations/suggestions have been made

- 8) What do you do with nutrition pamphlets given to you at the WIC clinic?
(X) Check your answer(s) below:

☐ 1. I throw them away
☐ 2. I read them
☐ 3. I share them with family/friends
☐ 4. I put them away without reading them
☐ 5. I have not received any pamphlets on nutrition
☐ 6. I do not want to receive any pamphlets on nutrition
☒ 7. Other (please explain) _____

- 9) What do you think about the pamphlets? (X) check your answer(s) below:

☐ 1. I read them but they do not help
☐ 2. They are helpful when given with an explanation
☐ 3. I don't read them
☐ 4. I like it when they include recipes
☐ 5. They help a little
☐ 6. They are very helpful
☒ 7. I don't receive any pamphlets on nutrition

- 10) Please (X) check the nutrition topics below that you would like to learn more about:

General Nutrition

- ☐ 1. How nutrition relates to health
- ☐ 2. Exercise and nutrition
- ☐ 3. Gaining weight
- ☐ 4. Losing weight and weight control
- ☐ 5. Foods that help build good blood
- ☐ 6. Good Snacks
- ☐ 7. Fast foods
- ☐ 8. How to use WIC food drafts
- ☐ 9. How to read food labels
- ☐ 10. How to save money on foods
- ☐ 11. Recipes using WIC foods

Infant Nutrition

- ☐ 15. Baby Bottle Tooth Decay
- ☐ 16. Feeding my baby
- ☐ 17. Weaning my baby
- ☐ 18. How to prepare baby formula
- ☐ 19. How do I know if my infant is getting enough breast milk?
- ☐ 20. How much formula does my infant need

Maternal Nutrition

Child Nutrition

- ☐ 12. Dental care and healthy teeth
- ☐ 13. Feeding my toddler
- ☐ 14. Feeding the picky eater

- ☐ 21. Foods needed when pregnant
- ☐ 22. Breastfeeding
- ☐ 23. Nutrition and Birth Control
- ☐ 24. Alcohol, tobacco or drug use during pregnancy

- ☐ 25. Other nutrition information I would like (add your suggestions)
-

- 11) I feel the WIC staff could be more helpful to me if they: (X) Check the ideas below:

- ☐ 1. Explained nutrition in words I can understand
 - ☐ 2. Offered more classes (group sessions)
 - ☐ 3. Offered less classes (group sessions)
 - ☐ 4. Tell me when classes will be held
 - ☐ 5. Offered appointments and classes in the evening
 - ☐ 6. Gave nutrition information while I'm waiting for my appointment
 - ☐ 7. Offered more individual counseling on nutrition and diet
 - ☐ 8. Other suggestions _____
-

12) Please (X) check any of the following statements that you agree with:

- ☐ 1. The staff understands my culture and family background
 - ☐ 2. The suggestions for changes are within my budget
 - ☐ 3. The suggestions for changes in my diet are foods my family would eat.
 - ☐ 4. The suggestions for changes in my diet are clear and simple to do
 - ☐ 5. The suggested recipes use ingredients which I have at home
 - ☐ 6. Comments _____
- _____

13) Has the WIC program helped you to improve the kind of food you and your family eat? (X) Check your answer below:

- ☐ 1. Yes ☐ 2. No

14) WIC has helped my family the most by: (X) check the best answer below:

- ☐ 1. Giving us nutritious foods
 - ☐ 2. Giving us information on nutrition
 - ☐ 3. Giving us both nutritious foods and nutrition information
 - ☐ 4. WIC has not been of much help to my family
 - ☐ 5. Other comments _____
- _____

15) (X) Check any of the following which describe you and your family's eating habits now, compared to when you weren't on WIC:

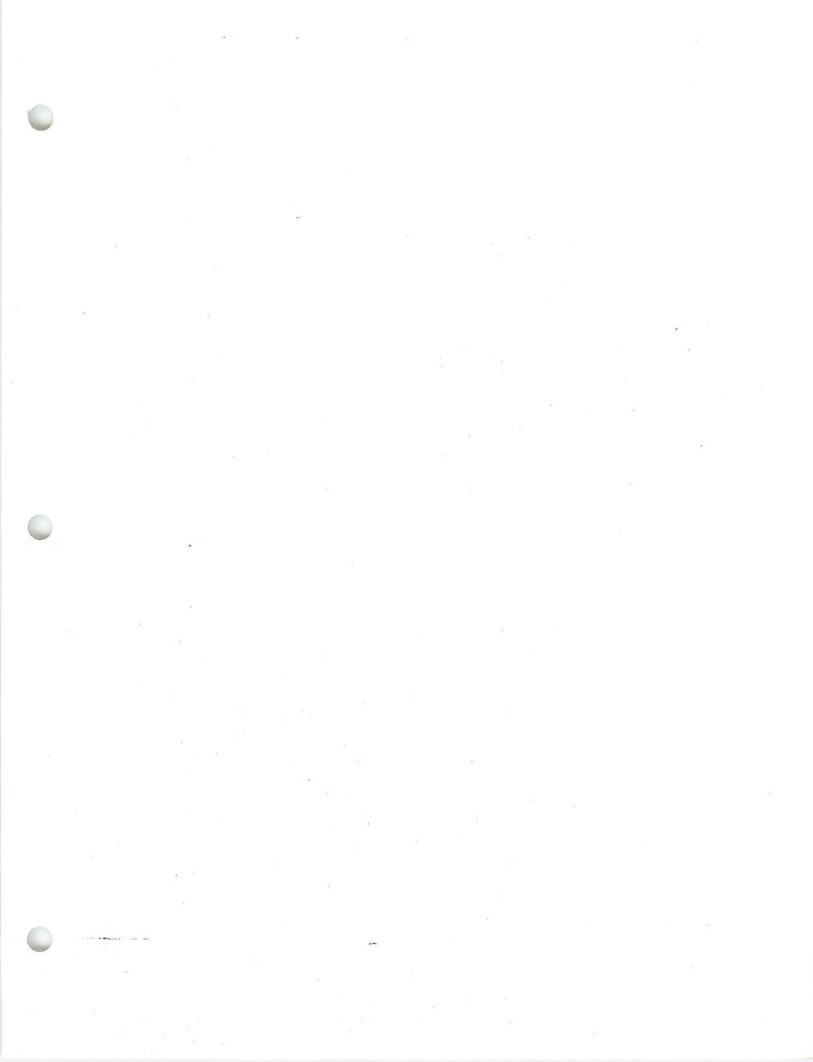
- ☐ 1. We eat the same
 - ☐ 2. We eat better and spend the same amount of money on food
 - ☐ 3. We eat better and spend less money on food
 - ☐ 4. Other comments _____
- _____

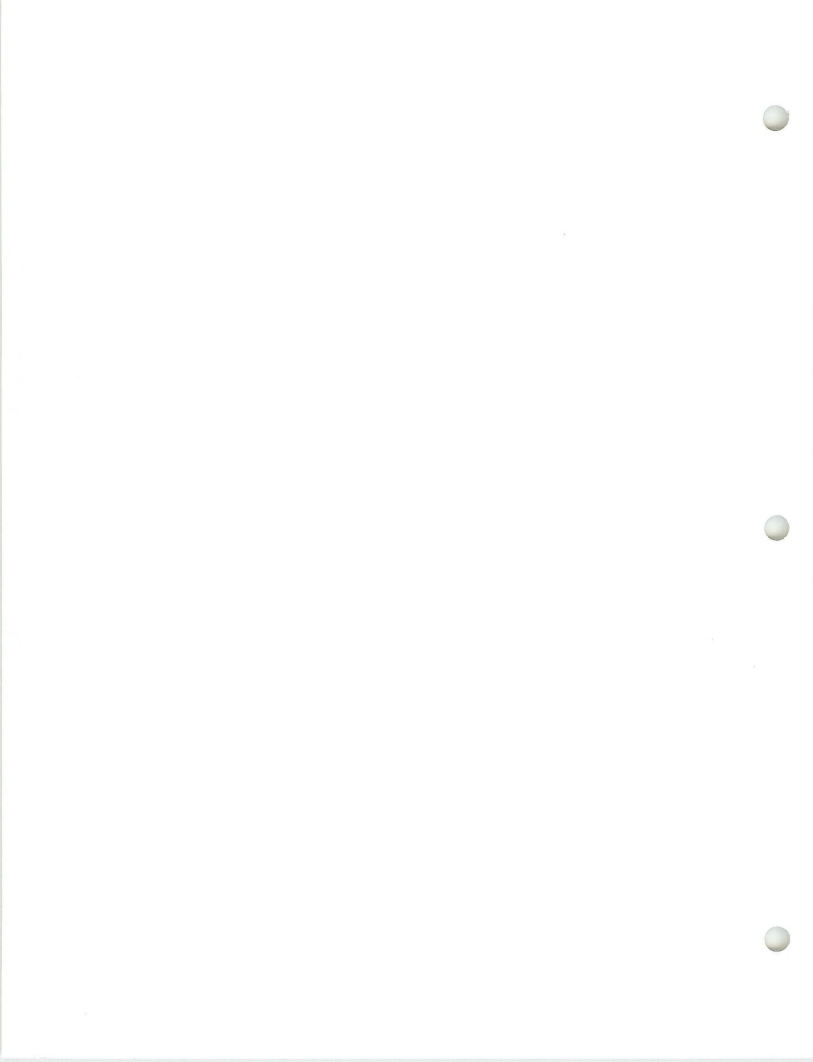
16) How can we improve the WIC program? _____

THANK YOU FOR YOUR HELP!

SS/vb-101b







APPENDIX 11

NUTRITION EDUCATION (N.E.) EXPENDITURES: Nutrition Education Accounting System

Purpose: USDA WIC Regulations require us to account for 1/6th (17%) of our administrative monies to go towards nutrition education. Each local project and the State staff have to account for the time and money they are spending on nutrition education. To facilitate this, a simplified nutrition education accounting system has been developed by the State Agency.

Who Completes: WIC Aide, Project Director, others that provide nutrition education.

How Often: Minimum of once each federal fiscal year, usually during the month of September.

Instructions: Please read the following instructions and study the forms provided. During the month of September select 35 folders as per the instructions. The results are to be sent to the State Agency to be tallied. The State Agency will provide the local agency with a report so that the local agency can use this information in making up their nutrition education budget. (See Nutrition Section of the Manual.)

Time Sheets A, B, C, and D must be completed and sent to the State Agency by the 10th of the following month.

GENERAL INSTRUCTIONS FOR NUTRITION EDUCATION (N.E.) ACCOUNTING SYSTEM

Please read the instructions thoroughly before beginning. Additional instructions are found on each form. This packet includes the following forms: Time Sheet A, Time Sheet B, Time Sheet C, Sheet D, Definition of Nutrition Education Costs, and this general instruction sheet. If any of these forms are missing, notify the State Office before you begin.

1. Prior to the beginning of the month to be surveyed, randomly select, according to the following instruction, 35 family folders from your active files. Those projects that have satellite programs shall treat each satellite as a separate project, pulling 35 folders from each satellite or surveying all folders if the total number is less than 35. Smaller projects with less than 35 active folders must also survey all folders for that month.
 - a. Count the number of active family folders in your files.
 - b. Divide that number by 35. If there is a remainder, discard it.
 - c. Pull every nth folder. (Example: 290 active family folders divided by 35 equals 8. Pull every 8th folder from the file.)
2. Flag these files so they can be readily identified as the participants come in for their appointments. Make a list of the files, assigning each a sequential number. Record this number in plain sight on each file. Refile the folders.
3. When the first participant flagged comes into the project, distribute Time Sheet A to each staff member. Each staff member will record under the appropriate file number, the total number of participants in that family. **IMPORTANT:** Be sure the total number of participants, NOT the number each staff member sees is recorded.

Each staff member will then record the time they spent with the participant(s) in that family according to the details outlined in Time Sheet A. If one staff member does not spend any time with that family that fits into the definition, then a zero should be recorded for the number of minutes spent.
4. As each flagged participant comes in during the month, repeat Step 3. To avoid errors and inaccuracies, please record each activity as you complete it. Remember only one Time Sheet A per staff member is to be used for recording the time for all the files.
5. Record other personnel time not spent on direct client contact on Time Sheet B as follows:
 - a. For the federal fiscal year (FFY), record for each staff member on a separate Time Sheet B, activities that fall into the defined categories. Consult the Definition of Nutrition Education Costs information for clarification. Record the average time spent per activity on a monthly basis times the number of months of the FFY in which the activity is performed.

- b. IMPORTANT: Each staff member shall fill out Time Sheet B to record expenditures and personnel time that may or may not occur each month. For example, personnel time spent at a workshop, development of the local nutrition education plan, CDC Nutrition Surveillance, etc. Record time spent on evaluation and completion of care plans which occur monthly on Time Sheet B also.
6. Record on Time Sheet C the N.E. materials and equipment ordered once or twice a year and travel attributed to N.E.
7. At the end of the month selected, Project Director shall fill out Sheet C -- Nutrition Education Expenditure Report and Sheet D -- Summary Report. Please fill out only those portions to be filled out by the local agency.
8. VERY IMPORTANT: Return Sheet C and Sheet D with filled out Time Sheet B's and Time Sheet A's attached, to the State Office by the 10th of the following month. The State Office will tally the results and return a copy of Sheet D -- Summary Report, for your records.

ALLOWABLE NUTRITION EDUCATION COSTS
For 1/6 Requirement

I. NUTRITION EDUCATION CONSULTATIONS

- Time spent on nutrition education with the client (as individuals or in groups). This includes, but is not limited to, explanations of the food package, explanations of assessment criteria (but not actual assessment), going over handouts, discussing progress and improvement, and evaluation and development of the care plan.
- Time spent by staff preparing and teaching well child clinics, prenatal classes, and other nutrition education programs for WIC clients.
- The mailing of nutrition education materials to participants as part of nutrition education consultations.
- Travel time expenses to consult with satellite on nutrition education.

II. NUTRITION EDUCATION MATERIALS

(This includes, but is not limited to, handouts, flip charts, film strips, projectors, food models, and other teaching helps.)

- Time spend processing or developing nutrition education materials.
- Equipment specifically used for nutrition education.
- Any costs incurred through purchasing nutrition education materials from other sources.
- Any costs incurred (i.e., materials, copying costs, postage, etc.).

III. NUTRITION EDUCATION TRAINING

- Time spent developing training programs.
- Time spent attending nutrition education training.
- Any costs incurred (i.e., materials, copying costs, postage, etc.).
- Any equipment specifically used for nutrition education training.
- Travel time expenses for workshop devoted to nutrition education.

IV. NUTRITION EDUCATION EVALUATIONS

- Time spend developing and implementing nutrition education evaluations. (Evaluations include, but aren't limited to, participant evaluation of nutrition education, CDC-Nutrition Surveillance, and the design of data collection forms and compilation and analysis of data.)

- Any other costs incurred (i.e., materials, copying costs, postage, etc.).

V. LOCAL NUTRITION EDUCATION PLANS

- Time spent developing the local nutrition education plan.
- Any other costs incurred (i.e., materials, copying costs, postage, etc.).

VI. MONITORING NUTRITION EDUCATION

- Local staff's time spent on state nutrition education monitors.
- Time spent on self-monitoring nutrition education.
- Any other costs incurred (i.e., materials, copying costs, postage, etc.).

These proposed guidelines are not all-inclusive, and any other nutrition education costs that can be justified may be allowed.

(Personnel time spent on nutrition education provided to client)

Instructions: Have each staff member fill one out. Fill in month of survey, project name and location, staff position and hourly salary. Have staff member sign at bottom of page and complete questions on number of participants and folders surveyed.

Period covered: From _____ To _____

Project name and location

Note: A separate form must be filled out for each staff member for each satellite.

Record time in minutes.

Position title	Salary/hr
----------------	-----------

FOLDER NUMBER (see General Instructions)

'PARTICIPANTS PER FOLDER (total family members should be recorded)

Record time in Minutes for following nutrition education categories:

Explanation of Assessment Criteria
and Food Package (but not actual
assessment)

Nutrition education and/or counseling (explaining handouts, showing audio visuals, providing recipes and food tips, how to achieve adequate diet, dealing with clients' specific risk factor, etc)

Subtotal:

TOTAL MINUTES

Staff member signature

[illegible]

+Total number of folders surveyed

+Total number of participants in all folders surveyed

+NOTE: These numbers should be the same for each staff member in the same project or satellite.

Today's date: _____

TIME SHEET B
INDIVIDUAL TIME SHEET/NUTRITION EDUCATION

Instructions: Fill out one for each staff member per project and/or satellite.

Period covered: From 10/1/8__ to 9/30/8__ Project Name and Location _____

Position _____ Salary/Hour _____

ACTIVITY	Hours Per Month (Nearest $\frac{1}{4}$ hr)	X	Number of Months Activity is per- formed: 1-12	=	Total Hours Per Year
EVALUATION AND DEVELOPMENT OF CARE PLANS					
PREPARING & TEACHING NUTRITION EDUCATION PRO- GRAMS FOR WIC PARTICIPANTS (i.e., well-child clinics, prenatal classes, etc.)					
PREPARING, UPDATING, REVIEWING, OR SELECTING NUTRITION EDUCATION MATERIALS					
DEVELOPING TRAINING PROGRAMS DEALING WITH NUTRITION EDUCATION					
ATTENDING NUTRITION EDUCATION TRAINING SESSIONS (either State, Regional, or in-service)					
CDC - NUTRITION SURVEILLANCE					
PARTICIPANT EVALUATION OF NUTRITION EDUCATION					
DEVELOPING THE LOCAL NUTRITION EDUCATION PLAN					
NUTRITION EDUCATION SELF-MONITORING (count only that time spent on nutrition, not the whole monitor)					
NUTRITION EDUCATION STATE MONITORING					
TIME SPENT ON THIS NUTRITION EDUCATION ACCOUNT- ING SYSTEM					
OTHER (Please specify)					
TOTAL					

Signature of Staff Member: _____

Today's Date: _____

SHEET C - NUTRITION EDUCATION EXPENDITURE REPORT

INSTRUCTIONS: Fill out only for non-personnel expenditures. Do not fill out State Office Portion. See Definition of Nutrition Education Cost sheet for clarification.

NAME OF AGENCY: _____ (fill out one for each satellite or project)

PERIOD: From October 1, 198__ to September 30, 198__.

OBJECT CLASS CATEGORY	CURRENT NUTRITIONAL EDUCATION EXPENDITURES										
1. <u>Personnel (STATE OFFICE WILL FILL OUT)</u> 											
2. <u>Fringe Benefits (STATE OFFICE WILL FILL OUT)</u> 											
3. Equipment & Supplies (Purchased for Nutrition Education during this Federal Fiscal Year, Oct. 1, 198__ to Sept. 30, 198__)	<table border="1"> <thead> <tr> <th>List Items</th> </tr> </thead> <tbody> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </tbody> </table>	List Items									
List Items											
4. Travel (partially attributed to N.E. from Oct. 1, 198__ to Sept. 30, 198__) (Exclude State-sponsored workshops)											
5. Other (Please List)											
TOTAL											

SHEET D - SUMMARY SHEET

1. Project Name _____ (list satellite operations separately)

SIGNATURE OF PROJECT DIRECTOR: _____

2. Date Survey Covered: October 1, 198__ to September 30, 198__.

3. Active Caseload (Actually receiving drafts in Sep)(satellites listed separately) _____

4. Total number of folders surveyed (should agree with Time Sheet A) _____

5. Total number of participants surveyed (should agree with Time Sheet A) _____

6. Total number of Time Sheet A's attached _____; B's _____; C's _____

FOR STATE OFFICE USE ONLY

DATE: _____

Signature-State Agency Official

7. Summary of Time Sheet A's:

<u>Staff Position</u>	<u>Total Minutes Per Position</u>	<u>Wage/ Hour</u>	<u>Total Participants</u>	<u>Monthly Caseload</u>	<u>x 12 mo</u>	<u>\$ Subtotal</u>
	60 minutes	X	+	X	X	=

Total:

8. Summary of Time Sheet B's:

<u>Staff Position</u>	<u>Time in Hours</u>	<u>Wage/Hour</u>	<u>\$ Subtotal</u>
		X	=

Total:

9. Transfer totals from 7 and 8 to Sheet C - Nutrition Education Expenditure Report by project and/or satellite.

10. Yearly total from Time Sheet C = _____

11. % of administrative expenditure for year = _____

SPECIAL SUPPLEMENTAL FOOD PROGRAM FOR WOMEN, INFANTS AND CHILDREN (WIC)
MONTANA DEPARTMENT OF HEALTH AND ENVIRONMENTAL SCIENCES
HELENA, MONTANA 59620

TO: Health Service Agencies and Vendors

SUBJECT: WIC Authorized Foods and Price List

INSTRUCTIONS: Vendors provide current prices and brand names in the spaces provided.
Agency uses the prices beginning from the date the price list is received from the vendor.
Agency retains the price list for their Program records.

STATEMENT OF POLICY:

AUTHORIZED FOODS AND PRICE PER MARKET UNIT

BRAND/MANUFACTURER

INFANT FORMULA	Powdered					
	ENFAMIL	_____	WITH IRON	_____	1 lb	Mead-Johnson
	ISOMIL	_____	14 oz			Ross Labs
	LOFENELAC	_____	2-1/2 lb			Mead-Johnson
	NURSOY	_____	1 lb.			Wyeth Labs
	NUTRAMIGEN	_____	1 lb			Mead-Johnson
	PHENYL-FREE	_____	2-1/2 lb			Mead-Johnson
	PORTAGEN	_____	1 lb			Mead-Johnson
	PRECESTIMIL	_____	1 lb			Mead-Johnson
	PROSOBEE	_____	14 oz			Mead-Johnson
	SIMILAC	_____	WITH IRON, _____	WITH WHEY (contains iron)	_____ 1 lb	Ross Labs
	SMA	_____	WITH IRON	_____	1 lb	Wyeth Labs
	SOYLAC	_____	1 lb			Loma Linda

Liquid Concentrate

ENFAMIL	_____	WITH IRON	_____	13 fl oz	Mead-Johnson
ISOMIL	_____	13 fl oz			Ross Labs
NURSOY	_____	13 fl oz			Wyeth Labs
PROSOBEE	_____	13 fl oz			Mead-Johnson
SIMILAC	_____	WITH IRON, _____	WITH WHEY (contains iron)	_____ 13 fl oz	Ross Labs
SIMILAC	_____	13 fl oz			Ross Labs
SMA	_____	WITH IRON	_____	13 fl oz	Wyeth Labs

Ready-to-Use

ENFAMIL	_____	WITH IRON	_____	32 fl oz	Mead-Johnson
ISOMIL	_____	32 fl oz			Ross Labs
NURSOY	_____	32 fl oz			Wyeth Labs
PROSOBEE	_____	32 fl oz			Mead-Johnson
SIMILAC	_____	WITH IRON	_____	32 fl oz	
	_____	WITH WHEY (contains iron)	_____	32 fl oz	Ross Labs
SMA	_____	WITH IRON	_____	32 fl oz	Wyeth Labs
SOYLAC	_____	32 fl oz			Loma Linda

MILKFluid, Fresh

Vit D added, WHOLE	_____	1 qt	Any Brand
Vit D added, WHOLE	_____	1/2 gal	Any Brand
Vit D added, WHOLE	_____	1 gal	Any Brand
Vit A&D added, LOWFAT	_____	1 qt	Any Brand
Vit A&D added, LOWFAT	_____	1/2 gal	Any Brand
Vit A&D added, LOWFAT	_____	1 gal	Any Brand
Vit A&D added, SKIM	_____	1 qt	Any Brand
Vit A&D added, SKIM	_____	1/2 gal	Any Brand
Vit A&D added, SKIM	_____	1 gal	Any Brand
Vit A&D added, LOWFAT, SWEET ACIDOPHILIS	_____	1/2 gal	

Canned

Vit D added, WHOLE, EVAPORATED	_____	13 fl oz	
Vit A&D added, LOWFAT, EVAPORATED	_____	13 fl oz	
Vit A&D added, SKIM, EVAPORATED	_____	13 fl oz	
Vit D added, COAT MILK, EVAPORATED	_____	12 1/2 fl oz	Myenberg

Instant

Vit A&D added, LOWFAT, DRY	_____	8 qt,	_____ 16 qt	
Vit A&D added, NONFAT, DRY	_____	8 qt,	_____ 14 qt	
Vit A&D added, NONFAT, DRY	_____	_____	14 qt	

CHEESE, natural
 BRICK _____ 1 lb
 CHEDDAR _____ 1 lb
 COLBY _____ 1 lb
 LONGHORN _____ 1 lb
 MONTEREY JACK _____ 1 lb
 MOZZARELLA PART SKIM OR WHOLE _____ 1 lb
 MUENSTER _____ 1 lb
 SWISS _____ 1 lb

EGGS, fresh
 Grade "AA" Large _____ 1 doz

CEREAL Infant
 dry pack, no fruit or flavoring, RICE, OATMEAL, BARLEY, MIXED OR HIGH PROTEIN _____ 8 oz, _____ 16 oz Gerber

Dry
 COUNTRY CORN FLAKES _____ 15 oz General Mills
 KIX _____ 9 oz, _____ 13 oz General Mills
 TOTAL _____ 12 oz, _____ 18 oz General Mills
 CORN TOTAL _____ 10 oz General Mills
 CHEERIOS _____ 7 oz, _____ 10 oz, _____ 15 oz, _____ 20 oz General Mills
 PRODUCT 19, _____ 12 oz, _____ 18 oz Kellogg's
 NATURAL BRAN FLAKES _____ 16 oz, _____ 20 oz Kellogg's/Post/
 Western Family
 FORTIFIED OAT FLAKES _____ 12 oz Post
 LIFE _____ 15 oz, _____ 20 oz Quaker Oats
 LIFE CINNAMON FLAVOR _____ 20 oz Quaker Oats
 CORN BRAN _____ 12 oz, _____ 16 oz Quaker Oats

Hot, Cooked, Plain or Regular Flavor
 QUICK MALT-O-MEAL, Fortified Hot Wheat Cereal _____ 24 oz, _____ 28 oz Malt-O-Meal
 REGULAR, QUICK OR INSTANT CREAM OF WHEAT _____ 28 oz Nabisco
 ORIGINAL MIX N' EAT CREAM OF WHEAT _____ 10 1-oz pkts Nabisco
 INSTANT QUAKER OATMEAL _____ 10 1-oz pkts Quaker Oats
 QUICK CREAMY WHEAT FARINA _____ 28 oz Quaker Oats

JUICE (100% Juice, unsweetened)

Canned
 ORANGE _____ 46 fl oz
 GRAPEFRUIT _____ 46 fl oz
 GRAPEFRUIT, PINK _____ 46 fl oz
 ORANGE-GRAPEFRUIT BLENDED _____ 46 fl oz
 Vit C added, APPLE _____ 46 fl oz
 Vit C added, PINEAPPLE _____ 46 fl oz
 Vit C added, VEG. JC COCKTAIL _____ 46 fl oz

Frozen Concentrate

ORANGE _____ 12 fl oz
 GRAPEFRUIT _____ 12 fl oz
 Vit C added, APPLE _____ 12 fl oz
 Vit C added, PINEAPPLE _____ 12 fl oz

Infant

any plain or combination, INFANT JUICE _____ 8 fl oz, _____ 4.2 fl oz Gerber
 100% juice, unsweetened jar jar

LEGUMES

Beans/peas, dried _____ 16 oz (average price)
 (Black, Black-eyed, Cow, Crowder, Carbanzo,
 Great Northern, Split Peas, Kidney, Lentils,
 Baby Lima, Large Lima, Mung, Navy, Pinto,
 Red, Small White, Small Red, Soy)

Peanut Butter _____ 18 oz Adams
 Peanut Butter _____ 18 oz Jif
 Peanut Butter _____ 18 oz Skippy
 Peanut Butter _____ 18 oz

Patricia G. Hennessy 5/15/86
 SIGNATURE, Montana State Department of Health and Environmental Sciences DATE VENDOR NAME, ADDRESS

SIGNATURE, Local Health Services Agency DATE VENDOR SIGNATURE DATE

SS/war-wicard

APPENDIX 13:

FOOD CHOICES - THE MONTANA WIC PROGRAM

FOOD CHOICES THE MONTANA WIC PROGRAM

INFANTS 0-4 MONTHS		MAXIMUM AMOUNT PER PERSON, PER MONTH
BREAST FEEDING is encouraged	If breastfeeding is not chosen, Enfamil With Iron Similac With Iron Similac With Whey (contains iron) SMA With Iron Certain other formulas available with special approval.	31 13 oz. cans concentrated liquid OR 8 1 lb. cans powdered

INFANTS 4-12 MONTHS		MAXIMUM AMOUNT PER PERSON, PER MONTH
BREAST FEEDING is encouraged	If breastfeeding is not chosen, Enfamil With Iron Similac With Iron Similac With Whey (contains iron) SMA With Iron Certain other formulas available with special approval.	31 13 oz. cans concentrated liquid OR 8 1 lb. cans powdered
	Infant juice Orange Grapefruit Orange-grapefruit blend Apple, Vit. C enriched: 100% USRDA in 6 fl. oz. Pineapple, Vit. C enriched: 100% USRDA in 6 fl. oz. Vegetable, Vit. C enriched: 100% USRDA in 6 fl. oz.	7 8 fl. oz. jars OR 15 4.2 fl. oz. jars OR 2 12 oz. can frozen conc. OR 2 46 fl. oz. can
INFANT CEREAL	DRY PACK, ANY BRAND (without fruit) Rice, Oatmeal, Barley, High Protein, Mixed	24 oz. total net weight OR 3 8 oz. boxes

CHILDREN AND WOMEN		MAXIMUM AMOUNT PER PERSON, PER MONTH
MILK	ANY BRAND Whole, Low Fat, Skim, Evaporated, Dry Powdered	Children ages 1-5: Pregnant or Breastfeeding Women: Quarts Total: 24 28
CHEESE	NATURAL BULK (ANY BRAND) Brick, Cheddar, Colby, Longhorn, Swiss, Monterey Jack, Mozzarella, Muenster	1 lb. cheese substitutes for 3 quarts milk Limit 4 lb. per person per month
EGGS	LARGE, GRADE "A"	2 dozen
JUICE 100% juice, No sugar added.	Orange Grapefruit Orange-grapefruit blend Apple, Vit. C enriched: 100% USRDA in 6 fl. oz. Pineapple, Vit. C enriched: 100% USRDA in 6 fl. oz. Vegetable, Vit. C enriched: 100% USRDA in 6 fl. oz.	6 containers total 12 oz. can frozen conc. OR 46 fl. oz. can
CEREALS	DRY: Kix, Total, Country Corn Flakes, 40% Bran Flakes, Most, Product 18, Fortified Oat Flakes, Corn Bran, Lila, Cinnamon Life COOKED: Wheat Hearts, Malt-O-Meal, Cream of Wheat (regular, quick, instant or mix n' eat), Instant Oatmeal (regular flavor)	36 oz. total net weight
DRIED BEANS/PEAS OR PEANUT BUTTER	Black, black-eyed, cow, crowder, garbanzo, great northern, split green, lentils, lima, kidney, mung, navy, pinto, red, small white, soy Store brand, Adams, Jif, Peter Pan, Skippy	16 oz. total net weight OR 18 oz. peanut butter

Revised January 1985

Montana State Department of Health and Environmental Sciences

APPENDIX 14
WIC NUTRITION EDUCATION
PARTICIPANT SURVEY

We need your help! As you know, the WIC program provides both nutrition education and supplemental foods to its participants -- We would like to know how we can make our program more effective. Please help us by answering the following questions. There are no right or wrong answers. If you need help, please ask a staff member for assistance. Your answers will not be reviewed at this clinic and all responses will be kept confidential.

After completing this form, place it in the envelope provided. Please do not put your name on this questionnaire. Answering these questions will not affect your WIC eligibility or benefits.

- 1) Please check (X) which of the following members of your family are on the WIC program now:

<input type="checkbox"/> Pregnant Woman	<input type="checkbox"/> Pregnant Teen (17 years or younger)
<input type="checkbox"/> Breastfeeding Woman	<input type="checkbox"/> Breastfeeding Teen (17 yrs or younger)
<input type="checkbox"/> Infant (0-12 months)	<input type="checkbox"/> Child (13 months - 5 years)

- 2) I feel learning about nutrition is: (X) Check the best answer below:

☐ 1. Very important
☐ 2. Somewhat important
☐ 3. Not important

- 3) The nutrition information and care I have received at WIC has been: (X) Check the best answer below:

☐ 1. Very helpful
☐ 2. Somewhat helpful
☐ 3. Slightly helpful
☐ 4. Not helpful
☐ 5. I receive no nutrition information at WIC

- 4) I like to learn about nutrition from: (X) Check your answer(s) below:

☐ 1. Nutrition information given in a group setting - Classes
☐ 2. Movies, film strips, slides or video programs about nutrition
☐ 3. Pamphlets for me to read
☐ 4. Posters and bulletin boards in the clinic
☐ 5. The WIC professionals talking to me alone in a private setting about nutrition
☐ 6. Please add your own suggestions: _____

- 10) Please (X) check the nutrition topics below that you would like to learn more about:

General Nutrition

- _____ 1. How nutrition relates to health
- _____ 2. Exercise and nutrition
- _____ 3. Gaining weight
- _____ 4. Losing weight and weight control
- _____ 5. Foods that help build good blood
- _____ 6. Good Snacks
- _____ 7. Fast foods
- _____ 8. How to use WIC food drafts
- _____ 9. How to read food labels
- _____ 10. How to save money on foods
- _____ 11. Recipes using WIC foods

Child Nutrition

- _____ 12. Dental care and healthy teeth
- _____ 13. Feeding my toddler
- _____ 14. Feeding the picky eater

Infant Nutrition

- _____ 15. Baby Bottle Tooth Decay
- _____ 16. Feeding my baby
- _____ 17. Weaning my baby
- _____ 18. How to prepare baby formula
- _____ 19. How do I know if my infant is getting enough breast milk?
- _____ 20. How much formula does my infant need

Maternal Nutrition

- _____ 21. Foods needed when pregnant
- _____ 22. Breastfeeding
- _____ 23. Nutrition and Birth Control
- _____ 24. Alcohol, tobacco or drug use during pregnancy

- _____ 25. Other nutrition information I would like (add your suggestions)
-

- 11) I feel the WIC staff could be more helpful to me if they: (X) Check the ideas below:

- _____ 1. Explained nutrition in words I can understand
 - _____ 2. Offered more classes (group sessions)
 - _____ 3. Offered less classes (group sessions)
 - _____ 4. Tell me when classes will be held
 - _____ 5. Offered appointments and classes in the evening
 - _____ 6. Gave nutrition information while I'm waiting for my appointment
 - _____ 7. Offered more individual counseling on nutrition and diet
 - _____ 8. Other suggestions _____
-

APPENDIX 15: MODEL AGREEMENT

AGREEMENT

An Agreement is hereby made between _____ (County) and the Montana Department of Health and Environmental Sciences (DHES). The parties, in consideration of mutual covenants and stipulations described below, agree as follows:

SECTION I PURPOSE

The purpose of this Agreement is to provide the services of the USDA's Special Supplemental Food Program for Women, Infants and Children (WIC) to residents of _____ County.

SECTION II: SERVICES

A. The County shall, to the extent that the funding stated in Section IV allows, do the following during the period from July 1, 198__ through June 30, 198__:

(1) Conduct the Special Supplemental Food Program for Women, Infants and Children (WIC) by assuming all administrative, financial and professional health service responsibilities for the WIC Program within _____ County.

The County shall administer the WIC Program in accordance with the current regulations contained in 7 CFR Part 246; the 1985 WIC State Plan; U.S. Food and Nutrition Service (FNS) guidelines and instructions; and the WIC Policies and Procedures Manual, as revised August, 1981, and updated thereafter.

(2) Provide performance, activity, and fiscal reports required by DHES, including, but not limited to, the following:

(a) time distribution records for employees. Such records need not be submitted to DHES in Helena, but shall be kept available at the main office of the County for audit purposes, to be checked during regular monitoring visits conducted by staff of DHES or independent auditors.

(b) itemized expenditure reports. The County shall submit these reports to DHES by the 15th of each month, beginning with August, 1984, unless DHES agrees there is a good cause for the delay (e.g., a difference between the monthly close-out dates of the WIC Program and the County). Any adjustment to an expenditure report will be eligible for reimbursement only if it is received by DHES prior to the end of the calendar month following the month for which the adjusted expenditure report is claimed.

(3) Maintain complete, accurate, documented, and current accounting of all program funds received and expended.

(4) Ensure that no claim is submitted for reimbursement of services already funded by other state or federal programs, or for costs which are not allowable under 7 CFR 246.14.

(5) Obtain written prior approval from DHES before, and as a condition of, purchasing equipment costing more than \$200.00 with WIC funds. If such approval is given by DHES and the equipment is purchased, it is the property of DHES.

(6) Assume responsibility for the safe storage of negotiable food vouchers and reimburse DHES for any WIC Program funds misused or otherwise

diverted due to negligence, fraud, theft, embezzlement, or other loss caused by the County, its employees, or agents.

(7) Contract with food vendors and follow procedures for issuance of food vouchers to WIC participants in conformity with 7 CFR Sections 246.12 and Section VIII of the Policies and Procedures Manual cited in paragraph 1 above.

(8) Employ for the WIC program one of the following types of individuals to perform duties of certification, prescription of WIC foods, counseling of high risk clients, nutrition education, and planning of nutrition services to be delivered under the program, in conformity with 7 CFR Section 246.7, 246.10, and 246.11, FNS guidelines and instructions, and the 1986 WIC State Plan: a physician, nutritionist (with a bachelor's or master's degree in nutritional sciences, community or clinical nutrition, dietetics, public health nutrition, or home economics with emphasis in nutrition), dietitian, registered nurse, physician's assistant certified by the National Committee on Certification of Physician's Assistants or the Montana Board of Medical Examiners, or a state or local medically trained health official.

(9) Abide by the nutritional health plan developed by the County for FY 1986 in accordance with 7 CFR Section 246.11 (d)(2) and the 1986 WIC State Plan and submitted to DHES.

(10) Ensure that one-sixth (1/6th) of the reimbursement claimed by the County each month is for time spent by personnel in nutrition education of WIC clients in compliance with 7 CFR Section 246.11 and the 1986 WIC State Plan.

(11) Assure that one staff person involved in the WIC Program attends regularly scheduled workshops sponsored by DHES on administrative policies, procedures, and nutrition. Other personnel deemed appropriate by the County may attend subject to availability of funding from DHES. In the event that inclement weather intervenes, attendance at such workshops will not be mandatory.

(12) Make available to all WIC participants ongoing health services as outlined in 7 CFR Sections 246.2 and 246.6 (b)(3) and Section V of the Policies and Procedures Manual cited in paragraph 1 above, and inform applicants of the health services which are available.

(13) By July 15, 1986, submit to DHES for approval a draft contract with each satellite county listed in paragraph (1) above (if any) defining the respective responsibilities for the WIC Program of the satellite and the County, and provide DHES with a copy of each such contract, after execution of it, within two months after receipt of written approval from DHES.

(14) Comply with all requirements imposed by the U.S. Department of Agriculture concerning administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102 and A-87, including those relating to procurement of supplies, equipment and other services, as well as the utilization and disposition of property purchased in whole or in part with WIC funds.

(15) Keep on file and available for review, audit and evaluation:

(a) a copy of this Agreement;

(b) information on the character of the service area and financial eligibility standards used;

(c) complete and accurate written records of nutritional assessment criteria, criteria for certification of applicants, foods prescribed, nutrition care, counseling, education and referrals provided under the WIC Program;

(d) complete, accurate, documented and current accounting of all funds received pursuant to this Agreement and expended.

B. DHES shall:

(1) Provide a minimum of one regularly scheduled workshop annually for project personnel for training in administrative policies, procedures, and nutrition services as referenced in Part A above.

(2) Pay travel expenses for the staff person attending the workshops required by part A, paragraph (1), above. Such travel expenses shall be reimbursed at the rates set for in-state travel of state employees in Title 2, Chapter 18, Part 5, Montana Code Annotated, or at a rate agreed upon by the County and DHES.

(3) Send staff to visit and monitor the County's WIC Program in order to determine compliance with administrative and nutrition service requirements of this Agreement.

SECTION III: EFFECTIVE DATE AND DATE TO COMPLETE SERVICES

This Agreement shall take effect as of July 1, 198__, and the services provided pursuant to Section IA must be continued through June 30, 198__, unless this Agreement is terminated earlier pursuant to Sections V or X.

SECTION IV: CONSIDERATION

In consideration of services rendered pursuant to this Agreement, DHES agrees to reimburse the County for the following:

(1) salaries and fringe benefits for personnel while engaged in performance of this Agreement, at the rate of 1/12th (8.3%) per month of the funds allocated for personnel services in the Attachment A budget; DHES will reimburse for expenditures in excess of this amount only if it has approved the excess expenditure before it was accrued.

(2) indirect costs (at the rate of 5%), and any other expenses necessary and related to administration of the WIC Program by the County, considered allowable by 7 CFR 246.12, and listed in the budget in Attachment A; expenditures in any budget category (except salaries and benefits) may not exceed 10% of that category unless DHES gives its approval in advance.

As soon as possible after execution of this Agreement, DHES shall pay the County an advance of \$_____.

Subject to the receipt of funds from U.S.D.A., DHES shall reimburse the County for services performed under this Agreement upon DHES' receipt from the County of completed and signed expenditure reports, within the time limit set in paragraph A (2)(b) of Section II, and a signed vendor invoice request for funds. Reimbursable expenditures for the period from July 1, 198__, through September 30, 198__, must not exceed \$_____.

A final statement of all outstanding reimbursable expenses must be submitted by July 31, 198__, if they are to qualify for payment. If the total amount paid under this Agreement exceeds all reimbursable expenses once the services under this Agreement have been completed, the balance will be returned to DHES. Total payments by DHES for all purposes under this Agreement shall not exceed \$_____.

SECTION V: TERMINATION

(1) The County understands and agrees that DHES, as a state agency, is dependent upon federal and state appropriations for its funding, and that actions by Congress, U.S.D.A., or the Montana Legislature may preclude funding this Agreement through the completion date stated in Section III. Should such a contingency occur, the parties agree that DHES may set a new completion date or terminate the contract immediately, depending upon the funding remaining available for the Agreement, and that the County will be compensated for services rendered and expenses incurred to 5:00 p.m. of the revised completion date.

(2) In addition to the provisions of paragraph 1 above, and Section X, either party may terminate this Agreement for failure of the other party to perform any of the services, duties, or conditions contained in this Agreement after giving 30 days written notice to the other party.

(3) Any termination of this Agreement is subject to the exception that paragraph (4) of Section X, relating to retention of and access to records, will remain in effect.

SECTION VI: ASSIGNMENT AND SUBCONTRACTING

The parties agree there will be no assignment or transfer of this Agreement, or of any interest in this Agreement, unless both parties agree in writing. The parties agree that no services required under this Agreement may be performed under subcontract unless both parties agree in writing.

SECTION VII: EQUAL OPPORTUNITY

The County agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50) and Food and Nutrition Service directives or regulations issued pursuant to that Act and its regulations, to the effect that no person in the United States shall, on the ground of race, color, national origin, age, sex, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the County received federal financial assistance from the Department; and hereby gives assurance that it will immediately take any measures necessary to effectuate this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance, grants and loans of federal funds, reimbursable expenditures, grant or donation or federal property and interest in property, the detail of federal personnel, the property or interest in such property of the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the County by DHES. This includes any federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this contract.

By accepting this assurance, the County agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of Title VI and to permit authorized U.S.D.A. personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the County, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from DHES. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the program applicant.

In addition, pursuant to Sections 49-2-303 and 49-3-207 of the Montana Code Annotated, no part of this contract shall be performed in a manner which discriminates against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin by the persons performing the contract. Any hiring shall be on the basis of merit and qualifications directly related to the requirements of the particular position being filled.

SECTION VIII: VENUE

The parties agree that, in the event of litigation concerning this Agreement, the venue shall be in the First Judicial District of the State of Montana, in and for the County of Lewis and Clark.

SECTION IX: MODIFICATIONS AND PREVIOUS AGREEMENTS

This instrument contains the entire Agreement between the parties, and no previous statements, promises, or inducements made by either party or agent of either party which are not contained in this written Agreement shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing, signed by the parties. No change, addition, or erasure of any printed portion of this Agreement shall be valid or binding upon either party.

SECTION X: AUDITING, RECORD RETENTION, AND ACCESS TO RECORDS

(1) The County agrees to allow access to the records of the activities covered by this Agreement as may be necessary for legislative audit and analysis purposes in determining compliance with the terms of this Agreement, as required by Section 5-13-304, Montana Code Annotated. Notwithstanding the provisions of Section V, this Agreement may be terminated upon any refusal of the County to allow access to records necessary to carry out the audit and analysis referred to above.

(2) The County must provide DHES by September 30, 1986, with a copy of an agency audit covering the time period stated in Section III and complying with the audit requirements of the federal Office of Management and Budget's (OMB) Circular A-102, Attachment P.

(3) The State of Montana, DHES, the U.S. Department of Agriculture, Food and Nutrition Service, the Comptroller General of the United States, and the General Accounting Office of the United States, or any of their duly authorized representative, have the right of access to any books, documents, papers, and records of the County which are pertinent to the services provided under this contract, for purposes of making an audit, excerpts, or transcripts. Further, for purposes of verifying cost or pricing data submitted in conjunction with the negotiation of this contract or any amendments thereto, the State and DHES,

until the completion date cited in Section III, have the right to examine those books, records, documents, papers, and other supporting data which involve transactions related to this Agreement or which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used for them.

(4) Financial records, supporting documents, statistical records, and all other records documenting the services provided by the County under this Agreement must be retained for a period of 3 years after the date of submission of the final statement of reimbursable expenses referred to in Section IV. The County agrees to make the records described herein available at all reasonable times at its general offices. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved. The County, whenever it is ready to dispose of the above records, will submit them to the Food and Nutrition Service if that agency has requested them.

SECTION XI: SEVERABILITY

It is understood and agreed by the parties hereto that if any term or provision of this contract is by the courts held to be illegal or in conflict with any Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

SECTION XII: LIAISONS

The County's liaison to DHES for purposes of this Agreement is the following person, or that person's successor.

Name

Title

DHES' liaison to the County for purposes of this Agreement is David Thomas, or his successor.

SECTION XIII: EXECUTION

This Agreement consists of 8 pages and one attachment. The original is to be retained by the Financial Management Division of DHES. A copy of the original has the same force and effect for all purposes as the original.

To express the parties' intent to be bound by the terms of this Agreement, they have executed this document on the dates set out below:

Date

_____ COUNTY
By: _____
Signature

Print Name and Title

Address _____
_____, MT

Employer's ID No.

DEPARTMENT OF HEALTH AND
ENVIRONMENTAL SCIENCES

Date

BY: _____
Robert L. Solomon
Contracts Officer

Approved for legal content by:

Eleanor A. Parker

Date

ATTACHMENT A

AGENCY: _____

FTE's Competent Professional Authority _____

Nutrition Aide _____

TOTAL _____

Salaries _____

Benefits _____

Indirect _____

Travel _____

Equipment _____

Supplies _____

Rent _____

Telephone _____

OPERATING EXPENSES

Postage _____

Utilities _____

Repairs _____

Contracted _____

Services _____

Nutrition Education _____

Other _____

TOTAL _____

July 1, 1985 - September 30, 1985 _____

October 1, 1985 - June 30, 1986 _____

APPENDIX 16:

MODEL SATELLITE AGREEMENT: WIC PROGRAM:

A cooperative agreement is hereby made between _____ (hereinafter referred to as "Satellite") and the _____ (hereinafter referred to as "Local Agency"), in order to extend to _____ County the services of the Women, Infants and Children (WIC) Program, for which Local Provider is responsible under separate contract with the Montana Department of Health and Environmental Sciences (DHES). The parties, in consideration of mutual covenants and stipulations described below, agree as follows:

SECTION I: SERVICES

A. The Local Agency agrees to perform the following services:

(1)

(2)

(3)

etc.

B. The Satellite agrees to perform the following services:

(1) Maintain a complete, accurate, documented, and current accounting of WIC Program funds received from Local Agency.

(2)

(3)

etc.

(NOTE: Each party's respective duties for the WIC Program should be carefully described above. Examples of duties are listed below; these and any other duties should be listed under either A or B above, depending upon which agency assumes the responsibility:)

(1) Maintain whatever WIC performance, activity and fiscal reports are required by DHES, including, but not limited to the following:

(a) Time distribution records for employees;

(b) Itemized monthly expenditure reports. (If the Satellite keeps these reports, the agreement must include a requirement that the Satellite submit a copy to the Local Provider by the 10th day of each month following the month to which the report relates.)

(2) Maintain careful records for each WIC client.

(3) Issue food vouchers to WIC participants in conformity with 7 CFR, Sections 246.10 and 246.11.

- (4) Employ or contract for a registered dietitian or other person whose qualifications are approved by the Montana Department of Health and Environmental Sciences (DHES) to perform duties of certification, prescription of WIC foods, counseling of high risk clients, and planning nutrition services to be delivered under the program, in conformity with 7 CFR Sections 246.6 through 246.9 and the 1984 WIC State Plan of DHES.
- (5) Employ or contract for program assistants as necessary to carry out clerical duties such as making client appointments, issuing drafts, and preparing reports.
- (6) Provide space for program operations, specifically interviews, storage for materials and supplies, and utilization of educational aids (projectors, tape players, etc.).
- (7) Make available to all WIC participants ongoing health services as outlined in 7 CFR Sections 246.2 and 246.6(b)(3) and Section II-A of DHES' most current WIC Policies and Procedures Manual, and as specified by DHES' Nursing Bureau.

SECTION II: EFFECTIVE DATE AND DATE TO COMPLETE SERVICES

This Agreement shall take effect as of _____, and the services required by Section I shall continue through _____ (date), unless this Agreement is terminated earlier pursuant to Sections IV.

SECTION III: CONSIDERATION

In consideration of services rendered pursuant to this Agreement, and subject to receipt of funds from DHES, the Local Agency shall pay for those items which were necessary to the Satellite's performance of this Agreement and are specified in Appendix A of this Agreement, subject to receipt from the Satellite of completed and signed expenditure reports (required by Section I(B)(?)). Total payments for Satellite's services under this Agreement will not exceed \$_____.

A final statement of all reimbursable expenses must be submitted within 30 days after the latest date cited in Section II if they are to qualify for payment.

SECTION IV: TERMINATION

(1) Satellite understands and agrees that since funding for this Agreement is available through a contract by Local Provider with DHES, a state agency which is dependent upon federal and state appropriations for its funding, actions by Congress or the Montana Legislature may preclude funding this Agreement completely through the completion date stated in Section II. Should such a contingency occur, the parties agree that the Local Agency may set a new completion date or terminate the contract immediately, depending upon the funding remaining available for the Agreement, and that the Satellite will be compensated for services rendered and expenses incurred to 5:00 p.m. of the revised termination date.

(2) In addition to the provisions of paragraph (1) above and Section IX, either party may terminate this Agreement for failure of the other party to

perform any of the services, duties, or conditions contained in this Agreement after giving 30 days written notice to the other party.

(3) Any termination of this Agreement is subject to the exception that paragraph (2) of Section VII, relating to retention of and access to records, will remain in effect.

SECTION V: EQUAL OPPORTUNITY

The Satellite agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50) and Food and Nutrition Services directives or regulations issued pursuant to that Act and its regulations, to the effect that no person in the United States shall, on the ground of race, color, national origin, age, sex or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Satellite receives federal financial assistance from the Local Agency; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance, grants, and loans of federal funds, reimbursable expenditures, grant or condition of federal property and interest in property, the detail of federal personnel, the sale and lease of, and permission to use, federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the Satellite by the Local Agency. This includes any federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, and cash assistance extended in reliance on the representations and agreement made in this assurance.

By accepting this assurance, the Satellite agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of Title VI and to permit authorized U.S.D.A. personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the County, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Local Agency. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Satellite.

In addition, pursuant to Sections 49-2-303 and 49-3-207 of the Montana Code Annotated, no part of this contract shall be performed in a manner which discriminates against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin by the persons performing the contract. Any hiring shall be on the basis of merit and qualifications directly related to the requirements of the particular position being filled.

SECTION VI: MODIFICATIONS AND PREVIOUS AGREEMENTS

This instrument contains the entire Agreement between the parties, and no previous statements, promises, or inducements made by either party or agent of either party which are not contained in this written Agreement shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing, signed by the parties. No change, addition, or erasure of any printed portion of this Agreement shall be valid or binding upon either party.

SECTION VII: AUDITING, RECORD RETENTION, AND ACCESS TO RECORDS

(1) The Satellite agrees to allow access to the records of the activities covered by this Agreement to Local Agency, DHES, or as may be necessary for legislative audit and analysis purposes in determining compliance with the terms of this Agreement. In addition to the provisions of Section IV, this Agreement may be terminated upon any refusal of the Satellite to allow the access to records described above.

(2) Financial records, supporting documents, statistical records, and all other records supporting the services provided by the Satellite under this Agreement must be retained for a period of 3 years after the date of submission of the final statement of reimbursable expenses referred to in Section III. The Satellite agrees to make the records described herein available at all reasonable times at its general offices. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

SECTION VIII: SEVERABILITY

It is understood and agreed by the parties hereto that if any term or provision of this contract is by the courts held to be illegal or in conflict with any Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

SECTION IX: LIAISONS

The Satellite's liaison for purposes of this Agreement is the following person, or that person's successor.

_____	_____
Name	Title

The Local Agency's liaison for purposes of this Agreement is the following person, or that person's successor.

_____	_____
Name	Title

DHES' liaison to both parties for purposes of this Agreement is the following person or that person's successor:

_____	_____
Name	Title

The parties agree that these persons will be the first contacts concerning any problems or questions that may arise in the implementation of the terms of this Agreement.

SECTION XIII: EXECUTION

This Agreement consists of _____ pages and one appendix. The original will be retained by the Local Agency. A copy of the original has the same force and effect for all purposes as the original. A copy of the original Agreement will be sent by the Local Agency to DHES on the day following the Agreement's execution.

To express the parties' intent to be bound by the terms of this Agreement, they have executed this document on the dates set out below:

Date

Satellite's agent's signature

Print name and title of above

Address of Satellite
Federal Employer's ID No. _____

Date

Signature of agent of Local Agency

Print name and title of above

Address of Local Agency
Federal Employer's ID No. _____

APPENDIX 17:

ASSURANCE THAT ADEQUATE FOOD VENDORS SERVE AN AREA

Definitions:

1. Area -- Geographic boundaries of the space generally recognized as being within the administrative jurisdiction and responsibility of the entity with which DHES contracts for the operation of the WIC Program.
2. Adequate -- Sufficient number of vendors so that every client has the choice of two vendors within two hour's transportation of their home, or if more than 2 hours, then the vendors are within the client's commonly visited market- basket district.

Assurance

1. Participation in the WIC Program is offered annually to all groceries and dairies in a local agency's area, prior to contract renewals. (Ref.: Pg. VIII-2 of Manual).
2. The State Agency shall review monthly the "Contracted Vendor File Report" to determine whether the number of vendors in an area is adequate. This report is maintained on file at the State Agency.
3. The State Agency will also review the adequacy of vendors in an area at the time of a local agency evaluation.
4. If the number of vendors is inadequate (as adequate is defined above), the State Agency will require the Local Agency to justify in writing why there is not an adequate number of vendors in the area.
5. Within ten working days after receipt of the justification, the State Agency shall notify the local agency whether or not the State Agency concurs.
6. If the State Agency does not accept the local agency's justification, the State Agency shall survey the area's vendors to determine reasons for non- participation and possible strategies for solutions. If no vendor is determined to participate within 60 calendar days of the State Agency's decision in #5 above, then the WIC Program in that area shall be deemed in non-compliance with Program regulations and terminated immediately.